

**MOBILE COUNTY COMMISSION**

205 Government Street 8<sup>TH</sup> FL South  
Mobile, Alabama 36644

BID INVITATION

NO. 118-23

JUNE 29, 2023

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Mobile County Commission, Mobile, Alabama, will receive bids on the following items:

**VENDING MACHINE SERVICES BID FOR MOBILE COUNTY PARKS AS PER ATTACHED SPECIFICATIONS:**

**NOTE: PRICES MUST REMAIN FIRM FROM OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2025.**

Any questions or comments concerning the bid requirements must be brought to the attention of Susan Holland, Purchasing Agent, 205 Government Street, 8<sup>th</sup> FL South, Mobile, Alabama 36644, [susan.holland@mobilecountyal.gov](mailto:susan.holland@mobilecountyal.gov) prior to the bid opening or will be forever waived.

All bidders shall furnish a five percent (5%) bid bond on any contract exceeding \$15,000.00: provided that bonding is available for services, equipment or materials. Bid bond will be accepted in the form of a certified check, cashier's check, or postal money order, etc.

Out of State Corporations shall furnish a Certificate of Authority to transact business in the State of Alabama. Out of State limited liability companies shall furnish proof of registration to transact business in this state. Alabama law requires that a successful bidder, if it has employees in the State of Alabama, provide proof of enrollment in E-Verify prior to the award of a contract. (See enclosed notice which must be completed, signed and returned with your bid.)

If applicable to a contract resulting from this invitation, the successful bidder must comply with the Contractor Felony Investigation Policy, available in the Purchasing Department or at [www.mobilecountyal.gov](http://www.mobilecountyal.gov).

**THE MOBILE COUNTY COMMISSION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, AGE, SEX, NATIONAL ORIGIN, RELIGION, OR DISABILITIES.**

F.O.B. Mobile DATE OF DELIVERY \_\_\_\_\_ TERMS \_\_\_\_\_ You are invited to bid on the above specifications. The restrictions contained herein are for the purpose of fixing a quality level, and any deviation therefrom must, in detail establish that it meets the quality requirements.

BIDS WILL BE RECEIVED UNTIL 10:00 A.M. JULY 26, 2023.

**ALL BIDS MUST BE SEALED, "BID NUMBER, COMPANIES NAME, AND NAME OF THE BID ITEM MARKED ON THE OUTSIDE OF THE ENVELOPE." THE BIDDER WILL RETURN THE ENTIRE BID PACKAGE. BIDS MUST BE DELIVERED TO THE RECEPTIONIST IN THE OFFICE OF THE COUNTY COMMISSION ADMINISTRATOR, 205 GOVERNMENT STREET ON THE EIGHTH FLOOR SOUTH TOWER OF THE MOBILE COUNTY GOVERNMENT PLAZA. FAILURE TO OBSERVE THE ABOVE INSTRUCTIONS WILL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID. THE COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**

MOBILE COUNTY COMMISSION

  
\_\_\_\_\_  
GLENN L. HODGE, COUNTY ADMINISTRATOR

We propose to meet the above specifications for the sum of

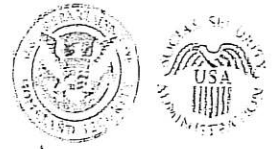
\$see attached list.

Delivery can be made in \_\_\_\_\_ days from receipt of order.

RESPECTFULLY

BY \_\_\_\_\_





**IMPORTANT**

**THIS DOCUMENT MUST BE COMPLETED,  
SIGNED AND RETURNED WITH YOUR BID**

As a condition for the award of a competitively bid contract to a company having one or more employees in the State of Alabama, the Beason-Hammon Alabama Taxpayer Citizenship and Protection Act, codified at Section 31-31-1, et seq., Code of Alabama (1975), as amended, requires that the company provide, in advance, proof of enrollment in E-Verify. E-Verify is an internet based system operated by the U.S. Department of Homeland Security, which may be used to determine the eligibility of new hires to work in the United States. Further information about enrollment in E-Verify may be found at [www.uscis.gov/everify](http://www.uscis.gov/everify) and [www.Verify.Alabama.gov](http://www.Verify.Alabama.gov).

As proof of enrollment in E-Verify, Mobile County requires a copy of the electronically signed signature page of the contractor's Memorandum of Understanding with the U.S. Department of Homeland Security or Alabama Department of Homeland Security (contractors having fewer than 25 employees may enroll in E-Verify through the state Department of Homeland Security).

Please complete the following and return with your bid:

\_\_\_\_\_ (company name) has no employees in the  
State of Alabama

Or

\_\_\_\_\_ (company name) is enrolled in E-Verify and a  
copy of the electronically signed signature page of the company's Memorandum of Understanding is  
attached.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

BID NO. 118-23  
VENDING MACHINE SERVICES BID FOR MOBILE COUNTY PARKS

Name of Company: \_\_\_\_\_

Company Representative: \_\_\_\_\_  
(Print)

Company Representative: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_

Phone No. ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Email Address \_\_\_\_\_

Company Web Address \_\_\_\_\_

Please attach a current W-9.

## **VENDING MACHINE SERVICES**

### **1.0 THE INTENT OF THE ITB**

The intent of the "Invitation to Bid" (ITB) is to solicit bids for the provision of vending services in Mobile County Parks.

### **2.0 VENDOR INQUIRIES**

If additions, deletions, modifications, or clarifications to the ITB become necessary, the changes in the ITB will be noted in writing to the vendors. It shall be understood that nothing presented orally, through Vendor inquiries, will modify or alter the specifications. All required clarifications, revisions, and/or modifications will be made by written addendum only. All inquiries concerning this ITB should be sent to: Val Rogers at val.rogers@mobilecountyal.gov, or Purchasing Department 205 Government St. 8<sup>th</sup> FL. S. Mobile, Alabama 36644.

### **3.0 BID SUBMISSION**

- 3.1 Each bid must specify the percentage to be paid to Owner on the Bid Signature Form signed by an authorized representative of the Vendor. Additionally, the bid should include the name(s) of the person(s) authorized to negotiate with the Owner.
- 3.2 An original and one copy of the bid response must be provided. Bid responses shall be written clearly and legibly and submitted in a sealed envelope plainly marked on the outside with the word "BID", the bid number, and name "Vending Services."
- 3.3 Bids must be received by the Owner on or before the date and time shown on the "Invitation to Bid" letter. Bids not received by this date and time will be not be considered.

### **4.0 BASIS OF AWARD**

The Owner will review all qualified bids to ensure compliance with the bid requirements and award the bid to the bidder that proposes to pay the Owner the highest percentage of gross sales, as described in Section 6.3 below.

### **5.0 CONTRACT TERMS**

The term of this agreement is for two (2) years, commencing signatures are received by all parties. Notwithstanding any of the other provisions contained in the agreement, the Owner reserves the right to terminate this agreement upon proper notice, which shall be in writing, and provided to the Vendor at least thirty (30) days prior to termination of the agreement.

## 6.0 BID REQUIREMENTS

- 6.1 Bidder is to submit a proposal to provide comprehensive vending services for Mobile County Parks. The vending services include drink machines and drink coolers.
- 6.2 Bidder shall include in the bid the types of vending services, prices, and schedules for stocking and re-supplying machines.
- 6.3 Each bidder must specify on the Attachments the percentage of gross sales that will be paid to the Owner as a monthly fee for maintaining vending services in Mobile County Parks. Vendors shall put cost per case according to the list on Attachments 1 & 2 for drinks purchased by Owner for coolers. The Owner will award the bid to the highest bidder that complies with these specifications. This is an all or none bid.
- 6.4 Bidder shall submit all deliverables as listed in Section 11.0.

## 7.0 DEFINITIONS

- 7.1 For purposes of this bid, the term "Vendor" has been used to refer to the provider of services. The term "Bidder" is used interchangeably with "Vendor" to refer to the Vendor submitting the bid. The "Owner" and the "County" have been used to refer to the Mobile County Commission. The term "Start-up Plan" refers to the procedures and/or arrangements made to place vending equipment in operation in Mobile County Parks, to include dates, times, and type of machines.
- 7.2 Gross sales are defined as total receipts derived from vending machines.

## 8.0 VENDING MACHINE SERVICE

- 8.1 Vendor will furnish the latest model vending machines and coolers . Vendor is responsible for maintenance and upkeep of all machines. Prior to installing, all vending machines must be approved by the Mobile County Commissioners or their designated representative as identified in the start-up plan.
- 8.2 Owner and the successful bidder will jointly agree on prices charged for vending products, specific machine placement, locations, and machine types. Only recognized commodities will be permitted. (See attachments)
- 8.3 Vending services for Mobile County River Delta, include **1 drink machine and 1 double door drink cooler approximately 6'7" x 4'6"**. Vending services for Chickasabogue Park include **1 drink machine and 1 double door cooler approximately 6'7" x 4'6"**. **Additional Parks and machines may be added during contract term.**

**\*please note that Chickasabogue Park is temporarily closed due to renovations.**

- 8.4 Successful bidder shall pay a monthly fee based on a percentage of gross sales for the operation and management of the vending services. Monthly commission percentage will

be paid by the 15<sup>th</sup> day of the following month to: **Mobile County Commission, Finance Department, PO Box 1443, Mobile, Alabama 36633.** A report shall accompany the payment outlining the gross amount collected, the month of collection, and the total commission paid.

- 8.5 Successful bidder will ensure vending items are re-supplied on a bi-weekly basis and that expired drinks are promptly removed.
- 8.6 Owner will purchase drinks from successful bidder to fill inside cooler. Bidder will maintain and clean both drink machine and cooler.

9.0 **INSURANCE AND WORKER'S COMPENSATION REQUIREMENTS**

- 9.1 Vendor shall purchase from and maintain in a company or alternative program with an A.M. Best rating of A- or higher that is lawfully authorized to do business in the State of Alabama, the following coverage:

Worker's Compensation, General Liability, and Business Auto Liability.

The insurance will be issued for not less than the following, or greater limits, if required by law:

1. Worker's Compensation

a). State: Statutory

b). Employer's Liability

\$1,000,000 per Accident  
\$1,000,000 per Disease, Policy Limit  
\$1,000,000 per Disease, each Employee

2. General Liability (including Premises - Operations; Independent Contractors; Products Completed Operations; Broad Form Property Damage; Personal Injury; Contractual)

- General Aggregate \$1,000,000
- Products and Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

1). Product and Completed Operations to be maintained for one year after expiration of contract.

2). Name the Mobile County Commission as an additional insured.

3). Business Auto Liability (includes owned, non-owned, and hired vehicles)

4) Bodily Injury and Property Damage Combined

Each Accident \$1,000,000

- 9.2 The successful bidder must provide Owner with an insurance certificate, which will fully satisfy the minimum requirements of this proposal. The certificate shall contain a provision that should any of the policies be canceled before the expiration date, a 30 day prior written notice will be provided to the Mobile County Commission.
- 9.3 Vendors that cannot comply with the insurance requirements shall state why they cannot comply with the Owner's insurance requirements.

#### 10.0 **VENDOR'S RESPONSIBILITIES**

- 10.1 Furnish and maintain vending machines and coolers.
- 10.2 Provide Owner a contact person and telephone number for problem resolution and coordination of vending-related activities.
- 10.3 Provide owner with a list of the machine types and locations at each Park.
- 10.4 Insurance and Worker's Compensation Requirements
- 10.5 Vendors are to hold Mobile County Commission harmless and indemnify for acts or omissions relating to performance.

#### 11.0 **DELIVERABLES** (To be provided with bid.)

- 11.1 Bidder shall attach the following documents to the proposal:

List of vending services currently operating in the Mobile metropolitan area along with the following on each:

- a). Client, location, contract name, and phone number.
- b). Type of service (concession or vending), and location.
- c). Number of vending machines and whether machines are owned or leased.

- 11.2 Start-up plan.
- 11.3 Provide the number and type of machines, supply intervals, time needed for placement and operation of machines.
- 11.4 Completed Insurance Certificate Form.
- 11.5 Proposed price list of vending machines and items.
- 11.6 Name and telephone number of vendor's point of contact.



## 12.0 OWNER'S RESPONSIBILITIES

12.1 Furnish building space for vending machines and coolers.

12.2 Identify Owner's responsible person and his or her duties.

- Owner will place order for drinks for inside cooler
- Owner will fill drinks in inside cooler

12.3 Assist successful bidder in identifying locations and types of machines.

12.4 If necessary, provide historical data on vending services and coordinate survey of departments to determine vending needs.

ATTACHMENT 1

MOBILE COUNTY RIVER DELTA

OUTSIDE STORE

DRINK MACHINES 1- VENDOR SERVICES \$ \_\_\_\_\_ (%) Paid to Mobile County  
Commission

INSIDE DOUBLE DOOR COOLER 6'7" X 4'6"

DRINKS	Cost Per Case
12 OZ CANS PER CASE	\$
20 OZ BOTTLES PER CASE	\$
1 LITER SMART WATER PER CASE	\$
12 OZ JUICE	\$
15 OZ ENERGY DRINK	\$
20 OZ GATORAIDE OR EQUAL	\$

ATTACHMENT 2

CHICKASABOGUE PARK

OUTSIDE STORE

DRINK MACHINES 1 – VENDOR SERVICES \$ \_\_\_\_\_ (%) Paid to Mobile County Commission

INSIDE DOUBLE DOOR COOLER 6'7" X 4'6"

DRINKS	Cost Per Case
12 OZ CANS PER CASE	\$
20 OZ BOTTLES PER CASE	\$
1 LITER SMART WATER PER CASE	\$
12 OZ JUICE	\$
15 OZ ENERGY DRINK	\$
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