

**MOBILE COUNTY COMMISSION**

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

BID INVITATION

NO. 3-23

JANUARY 27, 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:

OPERATION OF THE NORTH CONCESSION STAND AT WEST MOBILE COUNTY PARK AS PER ATTACHED SPECIFICATIONS:

NOTE: PRICES MUST REMAIN FIRM FROM DATE OF AWARD THROUGH MAY 31, 2023.

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. FEBRUARY 8, 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

\$ \_\_\_\_\_ PER GAME.

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 31-13-1, 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

# E-Verify



Company ID Number: 477783

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Mobile County Commission	
Connie Hudson Name (Please Type or Print)	Title
Electronically Signed Signature	12/21/2011 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	12/21/2011 Date

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name:	Mobile County Commission
Company Facility Address:	205 Government Street
	8th Floor South Tower
	Mobile, AL 36644
Company Alternate Address:	
County or Parish:	MOBILE
Employer Identification Number:	636001644

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

BID #3-23

**OPERATION OF THE NORTH CONCESSION STAND AT WEST MOBILE COUNTY PARK:**

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

Company Representative \_\_\_\_\_

(Print)

Company Representative \_\_\_\_\_

(Signature)

Address \_\_\_\_\_

\_\_\_\_\_

Phone Number ( ) \_\_\_\_\_

Fax Number( ) \_\_\_\_\_

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

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

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

**Please attach a current W-9.**

SPECIFICATIONS FOR  
CONCESSION SALES CONTRACT AT  
WEST MOBILE COUNTY PARK  
2275 LEROY STEVENS ROAD  
MOBILE, AL. 36695

**SUCCESSFUL BIDDER WILL PROVIDE THE FOLLOWING:**

1. All necessary and applicable local licenses/permits for the preparation and sale of foods/drink.
2. Comprehensive and general liability insurance and will hold Mobile County harmless from and all liability for any damages arising from the use of the facility and will furnish a certificate of insurance in the amount of \$100,000.00 for each person and \$300,000.00 for each occurrence and will name Mobile County as an additionally Insured party.
3. Worker's compensation Insurance and Employer's Liability Insurance for all its' employees and proof of such insurance shall be furnished to Mobile County.
4. Concession stand bill will be put in the concession stand each Monday. Payment is due no later than 4:00p.m. on the business day.
5. All menus and prices must be approved by Mobile County in advance.
6. Successful bidder is responsible for supplying any and all kitchen and/or cooking equipment.
7. Contracts are to include all scheduled games and all tournament games; not to include practice games.
8. Concessionaires must remove all trash from concession stands each night and place in park dumpster.
9. The concessionaire is responsible for providing all equipment not on hand for the preparation and storage of food and beverage and that all equipment brought in by concessionaires must be compatible with existing electrical and plumbing connections unless alterations are approved.

10. The contract period will be from the date of award through May 31, 2023.
11. Maintain and keep floors, countertops, food preparation area, and all equipment clean and sanitary.
12. The awarded vendor will be responsible for the purchase of all cleaning supplies.
13. The awarded vendor is responsible for cleaning glass doors and windows in concession stand.
14. No persons under the age of 16 is allowed in the food preparation area at any time. Any persons allowed in the food prep area shall have a food handler's permit.
15. All Board of Health inspections must be 90 or higher.
16. No smoking is allowed in the concession stand.
17. The Commission reserves the right to reject any or all bids.
18. The concessionaire will receive half of a tournament deposit if the director of that tournament cancels within 30 days and forfeits their deposit. The deposit amounts are \$350 for a (1) day tournament and \$700 for a two (2) day tournament, thus the concessionaire would receive \$175 for a one day tournament or \$350 for a two (2) day tournament cancelled within 30 days of the event.
19. Mobile County Commission or their representative reserves the right to audit the concessioner's account at any time.
20. Any breach of the terms of this agreement will authorize the contract to be terminated immediately.
21. **All personal items, supplies and equipment must be removed by the Last day of the contract. Mobile County Commission will not be Responsible for any items left by the Concessionaire.**