

CITY OF JASPER, ALABAMA
P. O. Box 1589
400 19th Street West
Jasper, Alabama 35502

January 25, 2023

Bids to be opened at 11:00 A.M.
Date: February 17th, 2023

To Whom It May Concern:

Sealed bids will be received by the City of Jasper, Alabama, at Purchasing Agent's office in Jasper, Alabama, until the above time and date, and then opened as soon thereafter as practicable.

Jessica Cook, Accountant/Purchasing Agent
City of Jasper, Alabama

**Specifications: EXCLUSIVE NON-ALCOHOLIC BEVERAGE RIGHTS
SEE ATTACHED SHEETS**

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. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all bids or any portion thereof.

TO BE COMPLETED BY BIDDER

We are in position to furnish the above at the prices shown and can make shipment within _____ calendar days after receipt of order. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the 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 a fixed price or to refrain from bidding, or otherwise.

Name of Firm

By _____
Name

Title _____

(Bids made out in pencil will not be accepted.)

ALL BIDDERS MUST USE OUR BID FORM AND SHOW ON ENVELOPE THE OPENING DATE.

CITY OF JASPER, ALABAMA

REQUEST FOR PROPOSALS

EXCLUSIVE BEVERAGE RIGHTS

SCOPE:

The City of Jasper, Alabama is seeking to develop an exclusive partnership with a non-alcoholic beverage distributor to provide beverage services for all Jasper Park & Recreation System. The City is seeking a method of generating revenue for new capital and program improvements to Park facilities. The partnership agreement would include providing the official beverage distributor with territory exclusivity, category exclusivity and exclusive vending locations on the Park & Recreation System facilities. The proposal submitted and the contract, if awarded shall be in complete accordance with, without limitation, this request for proposal, the City of Jasper specifications, all applicable codes, and requirements.

Sealed proposals will be received at the office of the Purchasing Agent, 400 19th Street West, Jasper, Alabama 35501 no later than 11:00 AM local time on **February 17th, 2023**. Proposals received after this time and date will not be accepted and/or considered. Please submit one (1) original, four (4) copies and one (1) digital copy, in either MS Word or PDF format. Please enclose within a sealed envelope with the following, “Sealed RFP – EXCLUSIVE BEVERAGE RIGHTS – February 17th, 2023” with the respondent’s name and address. The bidder may visit (by appointment only) all Park & Recreation Facilities to assess scoreboard, sign and equipment/vending machine placement, and other requirements based on facility structure, available space, etc. Contact the Purchasing Agent, Jessica Cook at (205) 221-2100 to schedule an appointment.

The City of Jasper at its sole discretion reserves the right to waive technicalities or irregularities, to reject any and all proposals, and/or to accept that proposal which is in the best interest of the City. The award of this proposal, if made, shall be made to the responsible Offeror whose proposal is determined in writing to be the more advantageous to the City of Jasper, taking into consideration price and the evaluation factors set forth in the request for proposals. All proposals can be held for a period of sixty days after bid opening before awarding the contract.

The contract period shall be for a three (3) year period beginning **February 17th, 2023**, through **February 17th, 2026**. Written notice of intent to renew shall not be required. The City may terminate this contract at any time without cause, in whole or in part, upon giving the vendor a thirty (30) day written notice. Upon such cancellation, the Vendor shall cease services. The Vendor may not cancel the award during the first year of the contract period. After the first year, the Vendor may upon sixty (60) day written notice to the City, cancel the contract.

The City of Jasper will grant exclusive rights to provide and derive revenue from non – alcoholic beverages either through wholesale distribution to the Jasper Park & Recreation System or a third party contract concessionaire and vending machines located at the Jasper Park & Recreation System. During the term of this agreement no other beverage as defined in this agreement shall be advertised at the facilities owned and/or operated by the Jasper Park & Recreation System than the Vendor’s. For the exclusive rights listed above the successful vendor agrees to the following minimum:

- **Pay to the City of Jasper a Marketing Rights Fee of a minimum of \$ 10,000.00 in a guaranteed lump sum dollar amount within fourteen (14) calendar days after notification of contract award**
- **Pay a set commission rate of a minimum of 25 % on all gross revenues from vending machines sales in monthly installments. The monthly commission rate provided shall be paid as agreed during the contract period and must remain firm for the full three (3) year period of the contract.**
- **Supply to all the concession operated by the City of Jasper and/or City Board of Education at Jasper Park & Recreation System facilities if requested, beverage bases, cups, beverages and fountain equipment items such as CO2 tanks at stated firm costs and 16 oz. cups at no cost with no price increases for the term of the contract.**
- **Supply, at no cost to the City, all state of art equipment with the latest technology necessary to dispense the above-mentioned products at the Jasper Park & Recreation System facilities which shall include, but not limited to:**
 1. **Two merchandise coolers at each concession location**
 2. **Menu boards at each location**
 3. **Twenty (20) 55 gallon new trash barrels at beginning of contract and replaced as needed.**
 4. **Refurbishment/Replacement of all vending machines at all city facilities.**
 5. **Remove all fountain heads at Natatorium and replace with 20 oz bottles of product as needed.**
- **All rights, titles and interest to equipment supplied unless specifically stated shall at all times remain with the successful Vendor. The City of Jasper will supply at no cost to Vendor all utility service to operate equipment.**
- **Supply at no cost to City of Jasper all service necessary on said equipment to maintain peak operating capacity. The Vendor will supply all routine repairs after notification of need within twenty four (24) hours. The Vendor will supply all time sensitive repairs within four (4) hours of notification and shall provide an afterhours contact number for a live person and not an answering service or machine. Service will include, without cost, the repair and preventive maintenance of the equipment and replacement of any necessary parts including all disposable parts such as filters. This does not include the routine regular cleaning of the equipment after use. The Vendor will provide an annual preseason start-up and post-season winterization of all applicable equipment at all locations on a mutually agreeable date.**
- **The Vendor shall furnish, deliver, install, service, maintain and fill with product, at no cost to City, except for utility service, all canned and bottled soft drink /water and juice vending machines. The Vendor will furnish new state of art machines with state of art energy saving devices at the start of contract. Vendor shall supply a product list for snack and drink vending machines and that we have the choice of products to be stocked in the machines. The Vendor shall assume all risk and responsibility for any loss, destruction, or damage occurring to the machines or vending equipment. The Parks and Recreation Department request that the vendor supply the front desk with refund monies for money lost in the vending machines. These funds shall be replenished regularly by the vendor.**
- **All current vending agreements will be superseded by this agreement. The Vendor shall locate machines in locations in the Jasper Park & Recreation System as determined by the**

City of Jasper. Product selection of each machine shall be determined by the City of Jasper. Each machine shall have a one-dollar bill validator and a multi-price coin mechanism.

- The Vendor agrees to provide monthly product summary sales report for each machine by each location. Vendor will institute a refund policy to include a set reserve amount supplied to office at each location to be refreshed at each restocking time. Vendor will restock machine on a set schedule approved by the City of Jasper.
- The Vendor will furnish and/or install scoreboards at all existing scoreboard locations with service/repairs made by the Vendor at no charge. The Vendor will furnish and install mutually agreed upon new scoreboards and sign marquees with digital message boards for the following locations:
 1. One (1) marquee sign with digital message board – Lee Swann Gym
 2. One (1) scrolling marquee sign with digital display message board –
 3. Memorial Park Natatorium
 4. One (1) marquee sign with digital message board - Jasper Civic Center.
 5. One (1) marquee sign with digital message board – New City Hall building upon request.
 6. One (1) marquee sign with digital message board – New City Sports Complex upon request.
 7. New state of art control boards and systems for all existing scoreboards as determined by the City of Jasper
 8. Will refurbish the outside of all existing scoreboards as determined by the City of Jasper.

The Vendor agrees to furnish, install, service and maintain mutually agreed upon additional scoreboards and/or marquee signs in the event of future expansion of Jasper Park & Recreation System facilities. The City will supply all utility connection necessary. The City of Jasper reserves the right to approve the addition of any advertising upon the scoreboards other than The Vendor's products covered in this agreement.

- The Vendor shall provide at no cost to City of Jasper all service necessary on said scoreboards and all other existing scoreboards and signs to maintain peak operating capacity. The City of Jasper requires each board to be inspected each month and serviced as needed during peak use time. Minimum response time for routine repairs shall be twenty-four (24) hours from notification of need, unless unforeseen complications arise which The Vendor will notify the City of Jasper and for time sensitive repairs as quickly as possible from notification. The City of Jasper will determine how to view each situation. The Vendor shall provide an afterhours contact number for a live person and not an answering service or machine. Service will include, without cost, the repair and preventive maintenance of the scoreboards, signs and replacement of any necessary parts. The Vendor will provide an annual preseason start-up and post-season winterization of all applicable scoreboards at all locations on a mutually agreeable date.
- The Vendor agrees to provide, at no cost to City, unlimited event banners each year of contract, time frame to begin December 5th of each year, to support any designated function by the City of Jasper during the term of this agreement. The City will provide adequate notice of fourteen calendar days of need for banners.

- The Vendor agrees to provide at no cost to City twelve (12) umbrellas for lifeguard stands at the beginning of the contract to be replaced as needed.
- The Vendor to provide at no cost to City, three (3) tents each year.
- The Vendor agrees to furnish one trailer with 1000 free cups and drinks for one day annually at no cost to the City of Jasper. Vendor agrees to provide at no cost to the City of Jasper drinks, cups and three (3) portable 36-quart ice chests for a hospitality room and free 8 oz cups to use in team areas for the following:
 1. Three (3) district all-star tournament – 3 cases of one-liter drinks and 300 cups per event
 2. Every all-star tournament above the level of district,
 3. Every district, state or TVC swim meet hosted by City of Jasper

During the entire term of this agreement, all beverage products, fountain, and cups must be purchased from The Vendor through its agent. In the event of the City of Jasper leasing the concession operations to a third party, the third party will be bound by the terms of this agreement. Beverages shall be defined as any and all non-alcoholic drinks and beverage bases from which these can be prepared, such as syrups, except hot brewed tea and milk. “Beverage” does not, for the purposes of this agreement, include standard water coolers or fountains customarily installed for use by the public or meal replacement drinks (smoothies).

Brands shall mean any and all Beverages sold and distributed by The Vendor and any and all beverages the Vendor may sell or distribute in the future including, but not limited to:

- Carbonated soft drinks
- Non-carbonated soft drinks
- Fruit juices and juice containing beverages
- Bottled teas
- Bottled coffees
- Canned Soft drinks -- 12 oz
- Bottled waters – 20 oz. only
- Isotonic drinks
- Energy drinks – 20 oz. only
- Sports drinks – 20 oz. only
- Frozen carbonated beverages

The City of Jasper will determine the menu items at each concession location. The Vendor will assist the City of Jasper in product selection, preparation, presentation, sizing, and pricing, as needed, to maximize the concession revenues and profits. The Vendor shall be required to install additional vending equipment (bottled and cans), merchandise coolers, fountain beverage equipment and ice making machines as new buildings become available for occupancy and as new areas are added to existing facilities. The City may add or delete vending service areas as needed. The City must approve any and all equipment and location of installation.

In the event any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or enforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not in any way be affected, prejudiced or disturbed thereby.

If either the Vendor or the City of Jasper fails to perform any of the promises set forth in this Agreement, then as an option but not as its sole remedy, the other party may terminate this Agreement; provided, however, such termination for cause must be for a material breach of this Agreement and the terminating party must have given the other party written notice of the breach and the other party failed to remedy or cure the breach within thirty (30) days of such notice. If this Agreement is terminated for any reason the City of Jasper agrees to return to the vendor a pro rata portion of the guaranteed dollar amount made to the City

of Jasper. Further, any such breach by the City of Jasper shall be deemed as authorization to the Vendor to allow it immediate access to the Jasper Park & Recreation System facilities to take possession of each and every piece of the Vendor's equipment without any claim of trespass.

Any failure by either party hereto to enforce at any time or for any period of time any one or more of the terms or conditions of this agreement, shall not be a waiver of such terms or conditions or of either party's right thereafter to enforce each and every term and condition of this Agreement.

It is mutually understood and agreed and it is the intent of the Vendor and the City of Jasper that an independent contractor relationship be established and is hereby established under these terms and conditions of this Agreement; that the employees of the City of Jasper are not, nor shall they be deemed to be employees of the Vendor; and, that employees of the Vendor are not nor shall they be deemed to be employees of the City of Jasper.

Either party hereto without the express written consent of the other may not assign this Agreement. This Agreement fully expresses the entire understanding of the Vendor and the City of Jasper. Any and all prior understandings are hereby cancelled. No future changes in the terms of this Agreement shall be valid, except when and if reduced to writing and signed by both the Vendor and The City of Jasper by legally authorized officials thereof.

The City of Jasper and the Vendor agree that disputes relative to the services performed should first be addressed by good faith negotiations between the parties directly involved. If said negotiations fail to resolve the dispute, the Purchasing Agent as contract administrator will seek to resolve the situation. If this fails to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such action as it deems necessary to protect its interest; provided however, that notwithstanding any such dispute the Vendor shall proceed with the services as per the Agreement as if no dispute existed, and provided. If the Vendor refuses to continue to honor this section, the City of Jasper reserves the right to purchase product from whatever source it deems necessary.

The Vendor agrees to permit periodic audits of its financial records related to the performance of this contract by the City of Jasper or its appointed Agent. The City of Jasper agrees to discuss with the Vendor the possible participation in special joint fundraising activities.

The Vendor shall exercise precaution at all times for protection of all persons, including employees and property. The Vendor shall comply with all applicable laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected. The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Vendor acknowledges that such stoppage, or failure to stop, will not shift responsibility for damages from the Vendor to the City of Jasper.

INSURANCE BASIC COVERAGES REQUIRED

The Vendor shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Jasper. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Vendor's interest or liabilities, but merely minimums.

Except for worker's compensation and professional liability, the Vendor's insurance policies shall be endorsed to the name CITY OF JASPER as an additional insured to extent of the City's interest arising from this agreement, contract or lease.

- Commercial General Liability - \$ 1,000,000.00 each occurrence
- Business Automobile Liability - \$ 1,000,000 each occurrence
- Worker's Compensation – Mandatory
- Umbrella Liability - \$1,000,000.00 each occurrence

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. New Certificates of Insurance are to be provided to the City at least fifteen (15) days prior to coverage renewals

PROPOSAL SUBMITTIAL

The Offeror is requested to submit one (1) original, four (4) copies and one (1) digital copy, in either MS Word or PDF format. Include all information requested and any other information thought to be relevant to completely address the Request for Proposals requirements. Should the Offeror fail to address all requirements of the Request, or fail to provide adequate or complete documentation, as determined by the evaluation committee, the Offeror's proposal may be eliminated from further consideration.

The following information as a minimum shall be included in the proposal package to be considered responsive to the Request for Proposal:

1. The Request for Proposals document with any addenda acknowledgements filled out and signed as required. The person that signs the Request for Proposal shall have the authority to negotiate the full scope of the offered services and provisions on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this Request.
2. General description of the firm and qualifications with three (3) references, preferably municipal governments.
3. Cost of products and supplies (provide an itemized list including all brand names, packaging options, unit price breakdowns, etc.) Include any mandated vending pricing and or concession products
4. Marketing Fee, commission rate on gross revenues from vending sales and other monetary consideration offered to City.
5. Rebates or incentives
6. Payment schedule and terms (include payments by the City to the Vendor for products purchased and payments by the Vendor to the City for commissions, rebates, or incentives
7. Scoreboard and marquee sign installation, replacement, repair and maintenance details and schedules
8. Concession equipment installation, replacement, repair and maintenance details and schedules
9. Specific experience with similar projects
10. Product delivery terms

All proposals submitted under this Request shall be the property of the City of Jasper and will not be returned.

EVALUTION CRITERIA

Each proposal will be evaluated for full compliance with the Request for Proposals instructions to the Offeror and the mandatory terms and conditions set forth in Request. The objective of the evaluation will be to recommend the Vendor who is the most responsive to the herein described needs of the City. The proposal will be evaluated using a weighted process on the following criteria:

- | | |
|---|------|
| 1. Qualifications of Vendors including references | 10 % |
| 2. Marketing Right Fee, commission rate and Rebate terms (anticipated revenues to City) | 25 % |
| 3. Product pricing and delivery terms | 15 % |
| 4. Equipment supplied and repair terms (both Concession and vending) | 20 % |
| 5. Scoreboard and marquee sign supply schedule, repair schedule and terms | 25 % |

6. Miscellaneous items supplied i.e. banners,
Hospitality items, garbage cans, umbrellas etc. 5 %

100 %

Award will be made to the responsible Offeror whose proposal is determined in writing to be the more advantageous to the City, taking in consideration price and the evaluation factors stated above. The contract file shall contain the basis on which the award is made. The award of a contract shall be at the sole discretion of the City. The evaluation will be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any and all proposals in whole or in part and to waive any informality in the Request for Proposals. Further the City reserves the right to enter into a contract deemed to be in its best interest.

CONTACT INFORMATION

Any questions please contact:

Jessica Cook, Accountant/Purchasing Agent

E-mail: PurchasingAgent@jaspercitey.com

Phone: (205) 385-7968