

## INVITATION TO BID

STATE OF ALABAMA

COUNTY OF BALDWIN

**NOTICE IS HEREBY GIVEN** that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on January 6, 2016 at 1:00 P.M., for the Provision of Frozen Foods, Fresh Meats, Fresh Produce, Bread, Dairy Products and Miscellaneous Commodities for the Baldwin County Residential Wilderness Facility for the Baldwin County Commission. Bids will be opened on January 6, 2016 at 1:30 P.M., in the Purchasing Conference Room located in the Annex III Building at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the January 6, 2016 at 1:00 P.M. deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is “received” at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

### **SEE ATTACHED SPECIFICATIONS**

This invitation package consists of **TEN (10)** pages. Bidders shall verify they have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Purchasing Officer, Wanda Gautney at (251) 580-2520 phone, (251) 580-2536 fax.

### **GENERAL BID INFORMATION**

**Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation shall be referred to Wanda Gautney in writing or e-mail (wgautney@baldwincountyal.gov) in sufficient time for reply before submission date of bids. The Commission cannot, and does not guarantee that inquiries sent by mail or e-mail will be received on or before the submission date and time as indicated. It is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520 if a reply is not received.**

The use of specific names and numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for Baldwin County.

Contact initiated by a potential bidder with Baldwin County Commissioners will be only as specifically set out in this invitation. Any other contact with a county official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation to the date of bid award**, shall be deemed and treated as an attempt to improperly influence the bid award, and may be sufficient grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

## **BIDDER QUALIFICATIONS**

All Bidders, must be in, and remain, and by submitting a bid represent that they are an will remain, in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be and remain licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, and Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders shall be prepared to timely submit to the County non confidential evidence or documentation demonstrating that they are presently licensed and permitted under Alabama law. Such non confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies** and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

**All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.**

**All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at [www.baldwincountyal.gov](http://www.baldwincountyal.gov)**

## **PREPARING THE BID**

Bids must be typed or handwritten in ink. A bid submitted in pencil shall not be accepted. The Bid Guarantee and Bid Response Form must be an original; copies shall not be accepted. All required paperwork must be received in the sealed Bid Package.

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of Baldwin County regarding this bid; said specifications shall be so considered by the bidders. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled "**EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,**" and shall be attached to the front of the

bid. Variations shall be treated likewise, i.e. shall be labeled “**VARIATION(S) TO BID CONDITIONS AND SPECIFICATIONS,**” and shall be attached to the front of the bid. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate bid evaluation and tabulation, it is suggested that bids be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:

- (1) Cost using material as specified.
- (2) Cost using material as specified of at least 25% recycled material, if available.

It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when all other terms and conditions of the Alabama Competitive Bid Law are complied with.

**IF THE TOTAL PROPOSED BID AMOUNT EXCEEDS \$10,000.00, A BID GUARANTEE OF AT LEAST 5% OF THE PROPOSED BID AMOUNT, NOT TO EXCEED \$10,000.00, WILL BE INCLUDED WITH THE BID.** Such bid guarantee shall be a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier’s check, Letter of Credit, or certain bonds or note of the United States. This is required by the Alabama Competitive Bid Law, Title 41, Chapter 16, **Code of Alabama 1975**, as amended; **no exceptions will be allowed.**

#### **SUBMITTING THE BID**

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the financing agency will be held to, and they agree to be bound by the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the bidder.

Bidders which return a **NO BID** statement shall write on the outside of the envelope, the **Bid Number (i.e. WG16-10) with “NO BID”** written underneath. The envelope will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN.: Wanda F. Gautney, (**mailing address**) 312 Courthouse Square-Suite 15, Bay Minette, Alabama 36507. The Commission cannot, and does not guarantee that bids sent by mail or courier will be received on or before the bid opening day and time as indicated. Bids received after the deadline shall not be accepted and shall be returned to the bidder unopened.

All bids received must be in a sealed envelope plainly marked, “**WG16-10**” **PROVISION OF FOOD FOR BALDWIN COUNTY RESIDENTIAL WILDERNESS FACILITY.** Bids submitted by Express/Overnight” services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

**BID AWARD**

All factors stated in this invitation package will be evaluated in determining the successful bidder. Any omission(s) of the herein stated requirements may be cause for rejection of the bid(s) submitted, solely as determined by the Baldwin County Commission.

The County Commission reserves the right to evaluate bids for correctness and completeness, and to award the bid at any time within thirty (30) days following the bid opening.

The Baldwin County Commission reserves the right to reject any and all bids, to waive any defects in the formality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

Done this 1<sup>st</sup> day of December, 2015.

Tucker Dorsey s/s  
TUCKER DORSEY, Chairman  
Baldwin County Commission

**BID #WG16-10 SPECIFICATIONS**

Baldwin County desires bids for the provision of food for the Baldwin County Residential Wilderness Facility or any other County Facilities that are deemed necessary. All prices shall be firm for the period the bid award is in effect. If a supplier cannot hold their prices, then that item will be subject to price comparison among other suppliers.

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

Bidders shall give a Lump Sum price as indicated on the Bid Response Form. The price bid shall include all applicable charges, to include but not limited to delivery/transportation, fuel surcharge, handling, packaging, services charges, and any other billable charges not specifically listed.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the County's intended use.

**BID RESPONSE FORM:**

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

**GUARANTEE DELIVERY:**

It is understood, that if the bidder cannot furnish a product in accordance with his bid, he will obtain the item from an alternate source, or allow the County to buy the item on the open market. The bidder will be liable for any cost exceeding his bid price.

**CONTRACT PERIOD:**

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2018 and 2019), in twelve (12) month increments.**

**DELIVERY TO:**

The following Baldwin County Commission Location (including, but not limited to):

1. Baldwin County Residential Wilderness Facility  
23750 Ewing Road  
Atmore, AL 36502

Purchase Orders will be issued for all orders before delivery.

Deliveries shall be made directly to the location. Vender must be capable of making a minimum of two (2) deliveries per week.

Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the County Commission.

**VENDOR INVOICING INSTRUCTIONS:**

All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number 2) Ship to department name and address.

**In order to ensure prompt payment, ALL ORIGINAL INVOICES \* MUST BE SENT TO:**

Baldwin County Commission  
312 Courthouse Square, Suite 11  
Bay Minette, AL 36507

**\*If invoices do not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment.**

**PRE-PAYMENT:**

No pre-payments of any kind will be made prior to shipment.

**TAX:**

Baldwin County is exempt from all tax. Provided however, bidder shall be responsible for payment of all sales, use, lease ad valorem and any other tax that may be levied or assessed by reason of this transaction.

**INSURANCE MINIMUM COVERAGE:**

The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.

Contracting party shall file the following insurance coverage and limits of liability with the County's Purchasing Department before beginning work with the County.

**General Liability:**

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

**Automobile Liability:**

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

**Workers Compensation and Employers Liability:**

\$100,000 - Limit each occurrence

**Umbrella Coverage:**

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

**Added Additional Insured:**

Baldwin County Commission  
312 Courthouse Square, Suite 15  
Bay Minette, AL 36507

**HOLD HARMLESS PROVISION**

The contractor shall at all times indemnify and save harmless the County and it's Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage,

including, death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

#### **GENERAL**

The Baldwin County Commission expressly reserves the right to reject any or all bids, or parts of bids, and to make the award or awards as the best interest of the County appears.

Each supplier will offer two (2) catalogs with the suppliers prices listed for all items in their catalog. As each catalog is broken down into categories the supplier will offer a percentage markup from the catalog price of that category. Only one percentage will be accepted per category. **The intent of the County is to award bid to one vendor.**

A catalog will be included with the Bid Response Form. Each category will have a sheet inserted on the front page of the category stating the percentage markup.

We may apply the following in order to designate the most competitive bid. A random sample of items will be chosen to apply the percentage offered. Each supplier will then have the same or closet items completed in the same manner.

It is the responsibility of the supplier to provide proof of delivery of merchandise. Proof of delivery required would consist of a signed delivery ticket by a designated county representative.

The three (3) Bid Response Forms shall be filled out and attached to the front of the catalog being offered.

**BID #WG16-10 RESPONSE FORM**

Provision of Food for the Girl's Wilderness Facility  
Page 1 of 3

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

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

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

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

Company Rep \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or XX  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

\_\_\_\_\_  
Financing Agency Authorized Signature

**THESE THREE (3) FORMS MUST BE ATTACHED TO THE FRONT OF THE CATALOG BEING BID.**

**BID #WG16-10 RESPONSE FORM**

Provision of Food for the Girl's Wilderness Facility  
Page 2 of 3

**CATEGORY PRICING**

<b><u>Category</u></b>	<b><u>Description</u></b>	<b><u>Percentage Markup</u></b>
00	Frozen Food	
01	Frozen Beef	
02	Grocery - Condiments	
03	Dairy	
04	Frozen Fish - Seafood	
05	Produce	
06	Refrigerated Meat	
07	Frozen Juice	
08	Frozen Pork	
09	Fresh Pork	
10	Frozen Dessert	
11	Frozen Vegetable & Fruit	
12	Frozen Entree's	
13	French Fries	
14	Canned Fruit	
15	Canned Vegetables	
16	Shortening & Oil	
17	Flour & Mixes	

**BID #WG16-10 RESPONSE FORM**

Provision of Food for the Girl's Wilderness Facility  
Page 3 of 3

**CATEGORY PRICING**

<b><u>Category</u></b>	<b><u>Description</u></b>	<b><u>Percentage Markup</u></b>
<u>18</u>	<u>Beverages</u>	
<u>19</u>	<u>Canned Meat</u>	
<u>20</u>	<u>Canned Soup</u>	
<u>21</u>	<u>Canned Juice</u>	
<u>22</u>	<u>Spices</u>	
<u>23</u>	<u>Frozen Bread</u>	
<u>24</u>	<u>Frozen Dairy</u>	
<u>25</u>	<u>Frozen Poultry</u>	