



CALHOUN COUNTY COMMISSION

1702 NOBLE STREET, SUITE 103
ANNISTON, ALABAMA 36201
TELEPHONE (256) 241-2800
ccc@CALHOUNCOUNTY.ORG

COMMISSIONERS

FRED WILSON
District 1

DANNY SHEARS
District 2

CAROLYN HENDERSON
District 3

Terry Howell
District 4

LEE PATTERSON
District 5

Jonathan Gaddy
County Administrator

Julie Borrelli
County Attorney

March 12, 2025

INVITATION TO BID

The Calhoun County Commission will accept sealed bids for soft drink sales at the Calhoun County Sports Complex ("Park"), 901 Glade Road East, Anniston, Alabama 36206 for the sale of beverages through concessions. The County and the selected bidder shall mutually agree upon the selection of beverage products. Bids will be received at 1702 Noble Street, Suite 103, Anniston, Alabama 36201, until 2:00 p.m., Tuesday, March 25, 2025. At that time, bids will be opened, read and recorded. The contract period will be for one year, beginning on the date of award, with the option to extend annually for two additional years, if agreeable with the selected bidder.

Overall guidelines for the bid process are listed in the section attached and designated as "General Bid Instructions." Bidders submitting bids should read the instructions very carefully. If the bid documents are not submitted properly, it may result in disqualification and the bid being rejected.

In the bid submission process, an authorized company representative should complete the "Bid Submission Form" and attach the form to the specification sheets containing price quotations submitted.

The Calhoun County Commission reserves the right to reject any or all bids. Bid awards will always be in the best interest of the Calhoun County Commission. Questions concerning bids and submission should be directed to Lisa Mullinax, the Director of Calhoun County Sports Complex/Woodland Park, sometimes herein referred to as "Director", telephone number (256) 342-5068.

IMPORTANT: Please note the requirement for a bid bond, or certified check or other negotiable instrument in lieu of a bid bond.

ADJUSTMENT OF PRICES

There shall be no adjustment of prices of any item during the first six (6) months after the award of a bid for any item or items.

The Calhoun County Commission reserves the right to buy any and/or all perishable items, that are not required to be obtained pursuant to a competitive bid process, from a vendor offering the same or higher quality item of the same or larger size or quantity at a price less than the selected bidder for the item bid, if after a two (2) business day notice to the selected bidder the selected bidder does not agree to match the lower price.

After the first six (6) months after the award of a bid, the selected bidder may, in the event of the rising or increased cost of an item for which his, her or its bid was selected, request an increase in the amount he, she or it is to be paid for the item, the amount of increase to be adequate to compensate the selected bidder for the actual increase in cost to the selected bidder, but in no greater amount; in the event of such a request, the selected bidder, requesting the increase, must submit to the Calhoun County Commission for consideration documentation, certified under penalties of perjury to be true and correct by a duly authorized officer of the selected bidder, supporting the increase; the findings and judgment of the Calhoun County Commission as to whether the increase is justified and warranted and to be granted or not shall be final.

ORDERS

For the benefit of the Calhoun County Commission, Calhoun County Sports Complex/Woodland Park, and the successful bidder(s), the method of ordering the bid products will be determined after the bid(s) is(are) awarded.

SUBSTITUTIONS

No substitutions on items, brands, grades, etc. are to be made by the selected bidder(s) without the prior consent of the Calhoun County Commission, or other designated personnel. Any substitutions made without prior approval will be refused. The bidder(s) will not request authority to substitute unless the quality of the item to be substituted is equal to or higher than the product originally bid.

DEFAULT

In the event a selected bidder makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by the Calhoun County Commission without the consent of the Commission, such delivery will constitute grounds for the cancellation of the contract.

BILLING

All invoices, credits, and other accounting correspondence should be sent to the Calhoun County Commission, 1702 Noble Street, Suite 103, Anniston, Alabama 36201.

At the time of delivery, two copies of the bidder's invoice shall be left with the aforementioned Director. Discrepancies should be verified by signature of the Director, or other designated personnel and the driver. The bidder's record should agree with invoices left at the time of delivery. Corrections are to be made via issuance of credit invoices; no payment will be made without signed invoice receipt documentation.

In the event of errors, a credit or debit is to be issued against the invoice as it was presented to the Director. The credit or debit shall show the original invoice number, date, purchase order and error being corrected.

Statements shall reflect charges through the last day of each month.

PAYMENT TERMS

Commission shall pay invoices end of the month net thirty (30) days. If any discrepancies with the invoice are found, the Commission shall pay the invoice within thirty (30) days after receiving the corrected invoice. The Selected Bidder shall not suspend services due to invoice error or due to the Selected Bidder's delay in providing a corrected invoice upon Commission's request. Any request for deviation on payment methods must be noted on the Contractor's bid response.

LAWS

All products shall as a minimum meet and comply with all applicable federal, state, and local laws, statutes, regulations, rules and standards. All soft drink products furnished to Woodland Park shall comply with the latest standards and regulations established by federal laws, including but not limited to the Federal Food, Drug and Cosmetic Act and the United States Department of Agriculture for specified product grade.

USDA lot inspection will be accepted in lieu of this requirement provided each full case bears the USDA "Officially Sampled" stamp and a certificate of certifications regarding grade is on file in the office of the Commission.

All packages, etc. must bear commercial labels.

Brand names must be shown on the bid form in the space specifying "Brand Bid." If house brand labels are bid, the packer must be named and the grade of the product must be clearly defined.

In the event that instructions, conditions and specifications of the Calhoun County Commission exceed those of any of the above-mentioned agencies, the instructions, conditions and specifications of the said Commission shall have precedent and supersede lesser requirements.

INSPECTION AND SATISFACTION OF SPECIFICATIONS

The successful bidder(s) will furnish to the County USDA certificates or United States Department of the Interior certificates of grade on request. Any related expenses incurred in satisfying this responsibility will be borne by the selected bidder(s).

The successful bidders will guarantee all merchandise against "swells" and/or other defects for a period of six (6) months after delivery date.

LABELING

All cases, boxes, cans, etc. must bear commercial labels. All cartons, cans, containers, etc. shall be clearly marked as to specified contents.

COMPLIANCE LAW

The selected bidder must complete all necessary paperwork required by the County for verification of enrollment in the e-verify program to verify full compliance with the Immigration Reform and Control Act of 1986, as amended by Immigration Act of 1990 and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended.

The Selected Bidder agrees, by accepting a bid award, agree to the following: The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement, shall be responsible for all damages resulting therefrom. Additionally, in compliance with Ala. Act No. 2023-409, by signing this contract, Selected Bidder ("Contractor") provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. This requirement applies to contracts entered into on or after October 1, 2023 if Contractor employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

The selected bidder will, by accepting this bid award, agree to the following: By signing this Contract, the contracting parties affirm, for the duration of this agreement to remain in compliance with Act 2016-312, the Parties hereby agree that they are not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

BID SUBMISSION FORM

TO: THE CALHOUN COUNTY COMMISSION

FROM: _____

The category specification sheets containing prices submitted are attached hereto. Bids are submitted for items contained in the categories indicated below:

01 COKE PRODUCTS	YES	NO
02 PEPSI PRODUCTS	YES	NO
03 MISCELLANEOUS DRINK PRODUCTS	YES	NO

Upon notification by the Calhoun County Commission and acceptance of the solicitation to supply the certain products specified by the Commission, the signature below represents my/our company's obligation to supply the products in accordance with the stipulations set forth in the "GENERAL BID INSTRUCTIONS."

COMPANY _____ CONTACTPERSON _____

ADDRESS _____

TELEPHONE. _____ FAX. _____

PRINT NAME _____

SIGNATURE. _____ TITLE _____

DATE _____

CALHOUN COUNTY COMMISSION
1702 Noble Street, Suite 103 Anniston, AL 36201

BID LIST FOR SOFT DRINK PRODUCTS

CATEGORY 1: COKE PRODUCTS	UNIT COST
Coca-Cola - 20oz 1 case	
Diet Coke - 20oz 1 case	
Sprite - 20oz 1 case	
Mellow Yellow -20oz 1 case	
Fanta - All Flavors 20oz 1 case	
Dasani - 20oz 1 case	
Coke Zero - 20oz 1 case	

CATEGORY 2: PEPSI PRODUCTS	UNIT COST
Pepsi - 20oz 1 case	
Diet Pepsi - 20oz 1 case	
Mountain Dew - 20oz 1 case	
Diet Mountain Dew - 20oz 1 case	
Aquafina- 20oz 1 case	
Dr. Pepper - 20oz 1 case	
Diet Dr. Pepper - 20oz 1 case	
CRUSH - 20oz 1 case	

CATEGORY 3: MISC. DRINK PRODUCTS	UNIT COST	
	20oz	16oz
Body Armor - 1 case		
Gatorade - 1 case		
Powerade - 1 case		
Minute Maid Lemonade - All Flavors 1case		

	UNIT COST	
	20oz	16oz
Minute Maid Diet Lemonade -All Flavors 1 case		
Tummy Y'ummies - All Flavors 1 case		
Ice Coffee - Any Flavors 1 case		
Yoohoos - 1 case		
Assorted waters -		