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CITY OF BIRMINGHAM

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PURCHASING DIVISION

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November 23, 2011

INVITATION TO BID #11-82

Sealed bids for the pouring rights contract for the Birmingham CrossPlex/Bill Harris Arena at the CrossPlex for the City of Birmingham for a period of three (3) years, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., December 9, 2011 at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet, and mailed to only those vendors who were provided a copy in person or by mail.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion, or national origin. Failure by the vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, **SEALED BID – POURING RIGHTS BIRMINGHAM CROSSPLEX/BILL HARRIS ARENA AT THE CROSSPLEX – 2:00 P.M., 12 /09/11.** Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. **(DO NOT MAIL BIDS TO ROOM P-100 1ST FLOOR CITY HALL).** However, bids sent by any express carrier (i.e. Federal Express, UPS, Airborne, etc.) must be mailed to 710 North 20th Street, and specify delivery to Room P-100, 1st Floor-City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., December 9, 2011. Bids received after this time will not be considered.


W. E. Caffee, Assistant Purchasing Agent

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B.N. 12 /02/11

SPECIFICATIONS FOR POURING RIGHTS AT THE BIRMINGHAM CROSSPLEX/BILL HARRIS ARENA AT THE CROSSPLEX

GENERAL:

The City of Birmingham is seeking bids for pouring rights at the Birmingham CrossPlex/Bill Harris Arena at the CrossPlex. Award will be made to the highest priced responsive, responsible bid submitted for the total lot.

The proposed contract shall extend for a minimum time frame of three (3) years. The City shall have the right to terminate this agreement at any time for cause or convenience.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

Each bidder should submit with his bid a copy of his standard contract document for pouring rights. Document should also be available in electronic form in "Word" format upon request.

Any questions concerning these specifications should be addressed to Bill Caffee, at (205) 254-2265, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the service being supplied is not satisfactory and unacceptable.

The successful party shall carry general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft. The successful party shall also carry automobile liability insurance with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage with combined single limit of \$2,000,000.00. Party shall carry Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. Such policies shall name the City of Birmingham as an additional insured and shall contain an endorsement providing that the City will be given not less than thirty (30) days notice in writing prior to cancellation or change of coverage provided by said policies. Insurance shall be through companies authorized to do business in the State of Alabama. Certificate of insurance must be presented to the City within ten (10) days of notice of award and prior to commencement of any work. Successful party is required to include the bid number on the evidence of insurance document. Policies that state the company will endeavor to provide thirty (30) days notice prior to cancellation or change of coverage, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives are not acceptable. Insurance shall be through companies authorized to do business in the State of Alabama with a B+ rating or better according to the most current edition of Best's Insurance Reports. Party is to provide written documentation of the company's rating with his bid.

Vendor shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs, and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor and any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

The successful vendor ("Vendor") warrants that it will inspect the work sites before performing the services and work contemplated here under (services"). Vendor is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the worksite, or under the care, custody or control of the Vendor or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of the authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

Contract award to purchase the service covered in this bid document shall be construed under and governed by the law of the State of Alabama and each party thereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

Bidder (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Bidder acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

POURING RIGHTS BID SPECIFICATIONS

BIRMINGHAM CROSSPLEX/BILL HARRIS ARENA AT THE CROSSPLEX

I. KEY REQUIREMENTS:

- Bid shall include a one-time up front CrossPlex Facility Fee payable at contract signing plus an annual Pouring Rights Fee for each year of the three (3) year agreement. First year's fee payable at contract signing.
- Bidders are required to submit detailed plans for all aspects of the base program (II. A through F). All expenses and investments are the responsibility of winning bidder.
- Sales/incentives based on captured/reported consumption projections vs. actual should be included as part of the bid response. See sales incentives section of bid specifications.
- Agreement shall be for a term of three (3) years.
- Winning bidder shall be required to negotiate with Birmingham CrossPlex Staff and invest additional money in Potential Incremental Marketing Inventory as currently available. See Potential Incremental Marketing Inventory Section of bid specifications. Investments by the winning bidder with regards to incremental inventory will be a required second step after winning the bid. Monetary Investments for Incremental Marketing Inventory shall be payable annually over the three (3) year term of the agreement.

II. BASE PROGRAM REQUIREMENTS. ALL REQUIREMENTS ARE SUBJECT TO CITY REVIEW AND APPROVAL.

A. Beverage Portfolio:

Required Product Availability on an as determined basis:

1. Sports Drinks (Isotonic)
2. Energy Drink
3. Still, Flavored and Enhanced Water
4. Colas
5. Low/No Cal Drink
6. Caffeine Free Drink
7. Flavored & Variety Drinks
8. Teas & Juices

Provide a detailed listing of available products, container sizes, and brands.

B. Mutually Agreed "In-Venue Concession Area" Signage for both Birmingham CrossPlex and Bill Harris Arena at the CrossPlex:

1. Concession Menu Boards
2. Concession Fountain Back Signage
3. Concession Area Banners

C. Pouring Equipment:

1. Valve Free Standing Fountains
2. Single Door Merchandiser(s)
3. Counter Top Merchandiser(s)
4. Double Door Merchandiser(s)
5. Bottle/Can Vending

D. CrossPlex Gateway Signage external to CrossPlex/Bill Harris Arena at CrossPlex:

1. Lead-In/Complex Approach (i.e. street directional signage, etc.)
2. Parking Lot
3. Marquee Building Signage for Bill Harris Arena at CrossPlex

E. Ancillary Requirements:

1. Sustainability (recycling)/Material Recovery Containers Plan
2. Conversions/re-engineering of existing pouring equipment at Bill Harris Arena at the CrossPlex
3. Bill Harris Arena at the CrossPlex Scoreboard with Cobranding
4. Waste Container Receptacles with Cobranding
5. Mobile Drink Kiosk(s)
6. Concourse Signage
7. Courtesy Products Starter Contributions

F. Sales Incentives:

1. Provide a minimum rebate dollar amount offered using baseline consumption rates based on projected annual attendance and average drink purchase rate/cost factor. In your plan, provide your formula for arriving at the annual dollar value of the rebate incentive. Calculation should show the value for the average cost/drink, average drinks consumed, total sales, a stated percent of sales offered as the incentive and the total value of the incentive offered. The actual incentive value calculated using the given estimates for each year will consider the minimum amount that will be paid to the City, regardless of the actual total sales up to the calculated total value of sales based on the baseline estimate.
 - a. Estimated 2012 attendance 80K
 - b. Estimated 2013 attendance 110K
 - c. Estimated 2014 attendance 135K
2. The incentive dollar value received by the City shall never be less than the calculated baseline incentive value for each year. Should sales surpass the baseline calculated sales value, the City shall receive the baseline incentive amount plus additional incentive dollars based on the actual dollar sales above the calculated baseline sales at least at the same percentage of sales or higher as the baseline consumption percentage rate.

III. POTENTIAL INCREMENTAL MARKETING INVENTORY:

Vendor must have the ability to choose, bundle and customize a strategic branding program within the track & field and natatorium venues of the CrossPlex as well as the Bill Harris Arena at the CrossPlex. Annual monetary commitment over the three (3) year term of the agreement will be required and based on programs, representations and visuals chosen from the listing provided below. All inventory menu items will have a predetermined unit price assigned to each item. Marketing inventory will also be made available to other potential advertisers, except for competing beverage providers, at the same established prices. Marketing payments are due at the beginning of each contract year.

- A. LED Video Board Naming Rights
- B. LED Video Board Static Panel Advertising
- C. Individual Venue Naming Rights
- D. VIP Box Sponsorship Term Option
- E. Venue Banners
- F. Individual Event Sponsorship/Development
- G. A-Frame Advertising
- H. LED Video Board Messaging Packages
- I. Internal Directional Signage
- J. Community Development Programs
- K. Branded Disposable Products (ex. Towels)
- L. Strategic Wraps Advertising
- M. Test Marketing
- N. Web-Site
- O. Concourse Ribbon Board Messaging
- P. Ticketing Area Ribbon Boards

BID FORM

William E. Caffee
 Assistant Purchasing Agent
 Birmingham, Alabama

Submitted below is my firm bid for pouring rights contract for the Birmingham CrossPlex/Bill Harris Arena at the CrossPlex for the City of Birmingham for a period of three (3) years in accordance with your invitation to bid and specifications dated November 23, 2011. Prices quoted are pickup at jobsite and I am bidding in accordance with specifications except as listed below.

APPROX QTY	DESCRIPTION	PRICE
1	One-time payment CrossPlex Facility Fee	
1	Annual Pouring Rights Fee for year 2012	
1	Annual Pouring Rights Fee for year 2013	
1	Annual Pouring Rights Fee for year 2014	
1	Incentive rebate from 2012 product consumption baseline estimate	
1	Incentive rebate from 2013 product consumption baseline estimate	
1	Incentive rebate from 2014 product consumption baseline estimate	
GRAND TOTAL		\$

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge, and agree, that the City encourages minority – and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City’s business, economic and community revitalization programs.

EXCEPTIONS TO SPECIFICATIONS:

_____ Date of Bid

_____ Company

_____ Street Address

_____ Post Office Box (Zip if different the street address)

_____ Tax ID Number

_____ City State Zip

_____ Name (Print or Type)

_____ Terms of Payment

_____ Signature

_____ Delivery Date

_____ Title

_____ Telephone Number

_____ E-mail address

_____ Fax Number