

**Resolution 2025-R-23**

***A Resolution accepting the Bid for Exclusive Non-Alcoholic Beverage Rights and Authorizing the Mayor to Enter into an Agreement Related Thereto***

**WHEREAS**, the invitation to bid for the Exclusive Non-Alcoholic Beverage Rights was prepared in compliance with the provisions of the Alabama Bid Law; and

**WHEREAS**, the City of Irondale publicly opened and read aloud the bids that were submitted.

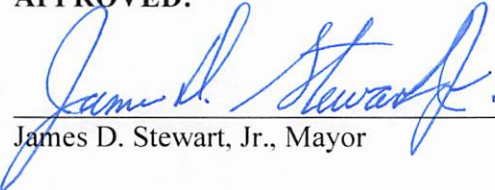
**THEREFORE BE IT RESOLVED** by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present as follows:

1. The bid for Exclusive Non-Alcoholic Beverage Rights submitted by Coca-Cola Bottling Co. United (attached hereto as Exhibit 1) is hereby accepted.
2. Mayor James D. Stewart, Jr., or his designee, is hereby authorized to enter into an agreement with Coca-Cola Bottling Co. United for such services and to execute all other necessary documents with the bidder related thereto.

**ADOPTED & APPROVED:** This 21st day of January, 2025.

  
\_\_\_\_\_  
David Spivey, City Council President

**APPROVED:**

  
\_\_\_\_\_  
James D. Stewart, Jr., Mayor

**ATTESTED:**

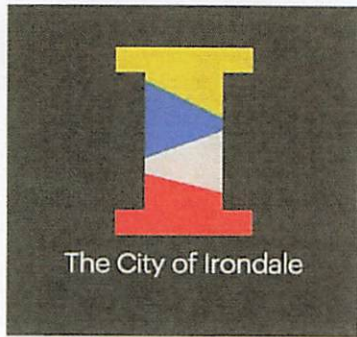
  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**CERTIFICATION**

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on January 21, 2025, as the same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**Exhibit 1**



*Invitation to Bid  
Exclusive Non-Alcoholic Beverage Rights*

*Ruffner Park Sports Complex*

**SCOPE**

The City of Irondale, Alabama is seeking to develop an exclusive partnership with a non-alcoholic beverage distributor to provide beverage services for the Ruffner Park Sports Complex facilities and other city facilities.

Sealed bids will be received by the City of Irondale, Alabama, for the Irondale Park and Recreation Department, located at City Hall, 101 20<sup>th</sup> Street South, Irondale, Alabama 35210 **until 3:00 p.m. CST on January 16, 2025**, at which time bids will be opened publicly and read aloud in the City Council Chambers. The City reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsive bidder. Bidders are to state that bids submitted are firm and that no claims for errors will be made after bids are opened and subsequent thereof.

**GENERAL INFORMATION**

For information concerning this Invitation to Bid, please contact Richard Blankenship, Director of Parks and Recreation for the City of Irondale at [rblankenship@cityofirondaleal.gov](mailto:rblankenship@cityofirondaleal.gov). It is preferred that all questions be submitted in writing.

All bidders must use the form provided in the bid package to submit their bids. All bids must be sealed and marked in the lower left corner "BID—Exclusive Non-Alcoholic Beverage Rights." Late bids will not be opened. The City of Irondale, 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.

Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request.

Should there be a change in ownership or management, the contract may be canceled at the City's discretion unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. The contract is not transferable by either party.

The City of Irondale will grant exclusive rights to provide and derive revenue from non-alcoholic beverages through wholesale distribution to the City at Ruffner Park Sports Complex. 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 City other than the winning vendor. The City must approve all advertising. The contract hereunder will be for a period of 3 years and will include, but is not limited to:

1. Mutually agreed to non-alcoholic beverage sign rights at the Ruffner Park Sports Complex facilities and other city facilities;
2. Provision and maintenance of equipment needed for drink product sales at Ruffner Park Sports

- Complex;
3. Provision of product to support events held at Ruffner Park Sports Complex with a value of at least \$500 per year for 3 years;
  4. Provision of hospitality stations for tournaments hosted at Ruffner Park Sports Complex in the amount of at least \$400 per year over 3 years;
  5. Provision of 1 outdoor sign mounted on poles and serviced by winning bidder's sign company valued at approximately \$18,000.00;
  6. Provision of 5 menu boards for each year of the contract valued at approximately \$50 per menu board;
  7. Product and logo identification on beverage cups and dispensing equipment;
  8. Provision of banners to support any designated function up to 5 events per year with 3 banners per event valued at \$50 each;
  9. Provision of 10 trash barrels per year of the contract at valued at approximately \$50 each;
  10. Rebate of \$3.00 per case for cases of 20 oz. (24ct) and \$1.50 (12 ct) purchased directly from the winning bidder and that applies to product purchased from concession and truckload sales, but excluding vending sales, with rebate checks provided at the start of each contract year;
  11. Official beverage of all City of Irondale recreational facilities, including special recreational events (athletic tournaments, etc.);
  12. Exclusive beverage rights for Ruffner Park Sports Complex for all of the following categories:
    - All Carbonated Beverages
    - All Non-Carbonated Beverages
    - Fruit Juice, Fruit Punches
    - Isotonic Beverages
    - Frozen Carbonated Beverages
    - RTD Coffee and Brewed Coffee
    - RTD Tea and Brewed Tea
    - RTD Dairy Beverages
    - Energy Drinks
    - All Bottled Water
  13. Other marketing opportunities as mutually agreed upon.

Bidder must have a minimum of ten (10) years' experience in the concessions industry. Proof of this experience must be furnished to the City upon request. Proof of this experience to be provided may include, but is not limited to, business licenses, tax records, or evidence of incorporation.

## **METHOD OF AWARD**

Contingent on City Council approval, the award will be given to the bidder who meets the specifications with key consideration based upon best value and benefit to the public. It is not the City's policy to purchase on the basis of low bid only. Quality, conformity with the specifications, terms of delivery, past service, and experience are among the other factors that may be considered in determining the responsive bidder.

## **LAWS and ORDINANCES**

The winning bidder shall observe and comply with all federal, state, local, and municipal laws, ordinances, rules, and regulations that apply to this contract, including but not limited to, an Irondale business license.

Leigh Ann Allison

Corporate Name of Bidder: Coca-Cola Bottling Co United-Birmingham

**\*\*\*PLEASE PROVIDE SET PRICING FOR THE ITEMS BELOW\*\*\***

| Products                               | Price                                   |
|--|---|
| 20 oz. plastic soft drinks             | 2025- 34.82 24ct                        |
| 20 oz. plastic sports drinks           | 2025- 34.17 24ct                        |
| 20 oz. plastic bottle name brand water | 2025- 24.83 24ct                        |
| 20 oz. bottled sweet tea               | 2025- 17.69 12ct 18.5 oz.               |
| 20 oz. bottled un-sweet tea            | 2025- 17.69 12ct 18.5 oz.               |
| Fruit Juice, Fruit Punches             | 2025- 36.50 24ct Minute Maid Juice 12oz |
| Isotonic Beverages                     | 2025- 22.12 12ct Body Armor 16oz        |
| Energy Drinks                          | 2025- 55.35 24ct Monster                |
| Brewed Tea                             | NA                                      |
| Frozen Carbonated Beverages            | NA                                      |
| RTD Coffee                             | 2025- 32.03 12ct                        |
| Brewed Coffee                          | 2025- 115.00 96ct                       |
| RTD Dairy Beverages                    | 2025- 30.07 12ct Core Power 26gr        |

As consideration for the provision of exclusive non-alcoholic beverage rights under this bid, the City of Irondale requests the below listed items be provided to the City by the winning bidder for use at the Ruffner Park Sports Complex. In the space provided below, please note the number of each item that will be provided by bidder. If bidder cannot provide an item listed, please fill in the blank with a "0".

- I. 1 outdoor sign(s) mounted on poles and serviced by bidder or a third company paid for by bidder and valued at approximately \$18,000.00. \*(Coca-Cola retains ownership of sign)
- II. 5 menu board(s) for each year of the agreement valued at approximately \$50 per menu board.
- III. Up to 3 banner(s) per event for up to 5 event(s) per year of the agreement.
- IV. Product to support events held at Ruffner Park Sports Complex with a value of at least \$ 500.00 per year for 3 years.
- V. Hospitality stations for tournaments hosted at Ruffner Park Sports Complex in the amount of at least



\$ 400.00 per year over 3 years.

- VI. Banners to support any designated park function up to 2 events per year with 2 banners per event valued at \$ 50.00 each;
- VII. Trash barrels per year of the contract valued at approximately \$ 50.00 each; and
- VIII. Rebate of \$ 3.00 per case for cases of 20 oz. (24ct) and \$ 1.50 (12 ct) purchased directly from the winning bidder and that applies to product purchased from concession and truckload sales, but excluding vending sales, with rebate checks provided at the start of each contract year.

**Additional Incentives (optional)**

Corporate donations for capital improvements or special events held at the Ruffner Park Sports Complex.

Please fill in the blanks if the bid includes donations or provide comments regarding availability of gratuitous programs/items.

Year One: \$ 1500 cases sold= 1250.00 bonus check  
 Year Two: \$ 1750 cases sold= 1500.00 bonus check  
 Year Three: \$ 2000 cases sold= 1750.00 bonus check  
 Year Four: \$ 2250 cases sold= 2000.00 bonus check if still under contract  
 Year Five: \$ 2250 cases sold= 2000.00 bonus check if still under contract

Other Incentives: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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NAME OF COMPANY: Coca-Cola Bottling Co United-Birmingham

BY: Chris Richardson

(Please Print)

SIGNATURE (Authorized Representative): Chris Richardson

COMPANY ADDRESS: 4600 East Lake Blvd Birmingham, Al 35217

PHONE: 205.453.5081

E-MAIL: chrisrichardson@ccbcu.com