



**Erie-Western Pennsylvania Port Authority  
1 Holland Street, Erie PA 16507  
(814) 455-7557**

The Erie-Western Pennsylvania Port Authority is interested in securing bids for the purchase of multiple types of beer, malt beverages, seltzers and canned cocktails for resale April 1, 2022 through December 31, 2022 at Liberty Park, Erie PA. The majority of the sales will occur during the ERIEBANK 8 Great Tuesdays event series in July and August 2022, however other events may be scheduled during the contract period. This bidding process is exclusively for the purchase of the beverage types mentioned above and does not include other historically offered benefits such as advertising, the use of marketing materials, sampling, etc.

**NOTICE TO BIDDERS**

1. Proposals will be opened at 2:00 p.m. on Friday, March 4, 2022 at the offices of the Erie-Western PA Port Authority (Port), 1 Holland Street, Erie, PA 16507. Sealed bids must be properly labeled on the **OUTSIDE** of the envelope as follows:  
*BEER and OTHER BEVERAGE TYPES BID*
2. Any requests for additional information pertaining to these specifications, should be directed in writing by email to Brenda Sandberg, Executive Director at [bsandberg@porterie.org](mailto:bsandberg@porterie.org)
3. No bid will be considered which is not submitted on the attached "Bid Document" form signed by a proper official of the supplier and submitted in a sealed envelope. No telegraph, telephone, or faxed proposal will be accepted.
4. **Number of Submittals**. One (1) executed original marked "Original" and any/all other submittals required by the bid.

## GENERAL CONDITIONS

1. GENERAL TERMS, CONDITIONS AND REQUIREMENTS FOR SOLICITATIONS - Bids shall be *submitted on the form contained in this bid package*. All prices must be typed or clearly written in ink. Bids written in pencil will not be accepted.
2. Bids must be received by the Port at 1 Holland Street, Erie, PA 16507 *before the hour and date specified*. No faxed or email bids will be accepted. The Port does not accept the late delivery by the USPS, UPS, FedEx or any other carrier as a reason to accept a late bid submission.
3. This bidding process is exclusively for the purchase of beverages and does not include other historically offered benefits such as advertising, sampling, the use of marketing signage, inflatables or other marketing at the event, etc.
4. The bidding process is for the purchase of beer, malt beverages, canned cocktails and seltzer products. The Port reserves the right to enter into additional contracts for the supply of wine and non-alcoholic beverages.
5. The majority of the sales will occur during the ERIEBANK 8 Great Tuesdays event series in July and August 2022, however other events may be scheduled during the contract period.
6. All pricing should reflect weekly, inside delivery.
7. Delivery shall be scheduled a minimum of 48 hours in advance during normal office hours unless prior approval has been obtained from authorized Port personnel.
8. All items bid must be new, unused, and in first-class condition, packaged in original containers. Original containers must be aluminum, plastic or other non-breakable material. Glass will not be accepted.
9. The Port is exempt from sales tax; do not include tax in your bid totals. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.
10. The Port reserves the right to acceptor reject all or any part of any bid, waive minor technicalities and award the bid to best serves the interest of the Port.
11. All items and services being bid must conform to all appropriate local, state, and federal laws, ordinances, and regulations.
12. The Port is not required to restrict the bid award to the basis of low bids alone. In evaluating bids submitted, the following considerations may be taken into account to determine the best value for the Port.
  - a) the purchase price;
  - b) the reputation of the bidder and of the bidder's goods or services;
  - c) the quality of the bidder's goods or services;
  - d) the extent to which the goods or services meet the Port's needs;
  - e) the bidder's past relationship with the Port; and
  - f) any other relevant factor specifically listed in the request for bids.
13. The contract will be awarded in the best interest of Port.
14. Bid results will be presented to the Port Board of Directors for approval at the earliest opportunity following

the bid opening at a public meeting.

15. It is the policy of the Port not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
16. The bidder shall not sell, assign, transfer, or convey any contract resulting from this bid, in whole or part, without the prior written consent from the Port. Such consent shall not relieve the assigned of liability in the event of default by the assignee.

## **TERMS AND CONDITIONS**

1. The bid will be divided into two separate groups. Product Group #1 will contain a historically higher sales volume than Product Group #2. Due to LCB regulations, the Port is not permitted to award Product Group #1 and Product Group #2 to the same bidder. Should a bidder submit the lowest responsible bid for both groups, they will have the opportunity to choose which Product Package they would like to supply. The Port will then award the rejected Product Group to the next lowest bidder.
2. Each Product Group will be broken into beverage types including an alternate for each. It shall be at the sole discretion of the Port to choose either the primary or alternate brand provided by the bidder based upon but not limited to availability and sales data.
3. CONTRACT MODIFICATION: No modification of this contract shall bind Port unless a formal contract amendment is executed between Port and bidder.
4. CONTRACT AND PURCHASE ORDERS: A response to this Bid Document is an offer to contract with the Port based upon the Item Specifications and the Standard Terms and Conditions contained in the Document. Bids do not become contracts unless and until they are both accepted by the Port through an Award Letter or contract with the bidder.
5. This contract shall collectively include (1) the General Terms and Conditions and the Item specifications included in the Bid Document and any subsequent addenda thereto, (2) the bidder's entire response to the Bid Invitation, (3) the bidder's Notice of Award Letter, (4) and any additional terms, conditions, or instructions contained in each individual Purchase Order.
6. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned by bidder without the written permission of the Port, and no delegation of any duty of bidder shall be made without permission of Port. Any attempted assignment of delegation shall be wholly void and totally ineffective for purposes unless made in conformity with this paragraph.
7. REMEDIES AND APPLICABLE LAWS: This contract shall be governed by the Port and bidder shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the Commonwealth of Pennsylvania, except as otherwise provided in this contract or in statutes pertaining specifically to Pennsylvania. This contract shall be governed by the laws of the Commonwealth of Pennsylvania, and suits pertaining to this contract may be brought only in the courts of the Commonwealth of Pennsylvania in Erie County.
8. FORCE MAJEURE: Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.

9. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal and state laws and regulations and is subject to termination by the Port, for non-availability of funding.
10. INFRINGEMENT: Bidder agrees to protect the Port from claims involving infringement or copyrights.
11. SPECIFICATIONS: The specifications define the minimum acceptable standard.
12. REMEDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT: If the bidder cannot comply with the terms and conditions in fulfilling its contract through the primary or alternate brand listed, the difference in supply will be provided, where possible, with the same beverage product type contained in the other Product Group. Should the alternate Product Group not contain the same product type, the Port reserves the right to not carry that beverage product type.
13. ORDER OF PRECEDENCE: In the event of conflict, the following precedence shall prevail: 1) terms and conditions set forth on the face of the contract, 2) provisions set forth on specifications, 3) provisions set forth in Referenced Documents; and 4) the general bidding instructions to bidders.
14. The bidder has not paid, or agreed to pay, any person, other than bona fide employees, a fee or brokerage resulting from the award of any contract resultant from this bid.
15. The prices in this bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other bidder or potential bidder.
16. ERRORS OR OMISSIONS: The Port is not responsible for any bidder's errors or omissions.
17. ADDENDUM: In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections to this Bid Invitation will be made by addendum. ***It is the bidder's responsibility to obtain any addenda that pertains to this bid.*** We are no longer mailing the specifications or addenda.
18. QUESTIONS: Any explanation desired by a bidder regarding the meaning or interpretation of this Solicitation, or any forms included herein, must be requested in writing no later than Monday, February 28, 2022 at 2:00 p.m. Verbal requests for clarification or additional information will not be addressed, will not be binding and will not be made part of the bid documents.

## CONTRACT AND SCHEDULE

The Port will receive bids for Beer and Other Beverage Types for resale at Liberty Park. The bid shall be for the period commencing on April 1, 2022 and ending December 31, 2022. Should a Proposer's pricing remain the same at the end of the contract period, the Port may, at its discretion, award an extension to the contract or modification of the contract for specific products.

### Timetable:

Release Bid:	Tuesday February 15, 2022
Deadline for Questions:	Monday February 28, 2022 at 2:00 p.m.
Deadline for Submittal of Proposal:	Friday March 4, 2022 at 2:00 p.m.
Recommendation for Board Meeting:	Wednesday, March 23, 2022

## BID FORM

### *Product Group #1*

PRODUCT TYPE	BRAND SOLD 2021	UNITS SOLD 2021	PROPOSED BRAND 2022	UNIT IN OZ	PER EA COST	QUANTITY PER CASE	CASE COST
Domestic Beer – Regular	Budweiser	2207					
Domestic Beer – Light	Miller	7826					
Summer Beer (1)	Leinenkugel	4038					
Malt/Specialty	Mike’s	1716					
Canned Cocktail	N/A	0					
Local	VOODOO	1437					
Alternate Domestic Beer – Regular	N/A	0					
Alternate Domestic Beer – Light	Coors	4425					
Alternate Summer Beer (1)	N/A	0					
Alternate Malt/Specialty	Twisted Tea	1373					
Alternate Canned Cocktail	N/A	0					
Alternate Local	N/A	0					
New Product not otherwise considered	N/A	0					

### *Product Group #2*

PRODUCT TYPE	BRAND SOLD 2021	UNITS SOLD 2021	PROPOSED BRAND 2022	UNIT IN OZ	PER EA COST	QUANTITY PER CASE	CASE COST
Import Beer – Regular	Molson	2478					
Import Beer – Light	N/A	0					
Summer Beer (1)	Blue Moon	2199					
Seltzer	White Claw	2872					
Alternate Import Beer – Regular	N/A	0					
Alternate Import Beer – Light	N/A	0					
Alternate Summer Beer (1)	N/A	0					
Alternate Seltzer	N/A	0					
New Product not otherwise considered	Smirnoff	1383					

(1) Summer beer is defined as those beers that consumers typically consider as their “go to” summer beer which may include but not be limited to a shandy, witbier or other brand classics such as Landshark or Corona.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date