



COUNTY OF LOUISA, VIRGINIA

**INVITATION FOR BID (IFB)
FOR
BEVERAGES FOR THE COUNTY OF LOUISA AND THE
LOUISA COUNTY PUBLIC SCHOOLS**

IFB# PR-25-04

MAY 27, 2025

**INVITATION FOR BID
(IFB)**

Issue Date: May 27, 2025

IFB# PR-25-04

Title: Beverages for the County of Louisa and the Louisa County Public Schools

Issuing Agency: County of Louisa, Virginia
Attn: Sam Massie
1 Woolfolk Ave., Suite 304
Louisa, VA 23093

Location Where Work Will Be Performed: County of Louisa, Virginia

Period of Contract: From August 6, 2025 Through August 5, 2026

Renewable: Two (2) successive one (1) year terms upon mutual agreement

Sealed Bids Will Be Received Until: June 24, 2025, at 3:30 p.m., local time prevailing

Direct All Inquiries for Information To: Sam Massie, Purchasing Coordinator
1 Woolfolk Avenue
Suite 304
Louisa, VA 23093
(540) 967-3404
smassie@louisa.org

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO:

County of Louisa
Louisa County Administration Building
Attn: Sam Massie
Finance Department, 2nd Floor
1 Woolfolk Avenue
Louisa, Virginia 23093
(540) 967-3404

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

INVITATION FOR BID TITLE PAGE

INVITATION NUMBER: PR-25-04 **ISSUE DATE:** 05/27/2025

TITLE: Beverages for the County of Louisa and the Louisa County Public Schools

In compliance with this Invitation for Bid and to all the conditions imposed herein, by signing below, Bidder:

- (1) Offers and agrees to furnish the goods/services in accordance with the attached signed bid;
- (2) Agrees that upon Louisa County’s written acceptance of Bidder’s response to the Invitation to Bid, a valid and binding contract for services exists between Bidder and Louisa County;
- (3) Agrees that the Contract Documents will consist of, and *only* of, the Invitation for Bid, the County of Louisa, Virginia Standard Terms and Conditions and Bidder’s response to the Invitation for Bid;
- (4) Certifies and warrants that the individual signing on Bidder’s behalf is authorized to bind the Bidder in any and all contractual matters relating to this Invitation for Bid;
- (5) Certifies and warrants that neither Bidder, nor the individual signing on Bidder’s behalf, has any business or personal relationships with any other persons, including Louisa County employees, or companies that are in conflict with the Commonwealth of Virginia’s Conflict of Interest Act, or the County of Louisa, Virginia Standard Terms and Conditions; and,
- (6) Certifies and warrants that the Bidder is properly licensed for providing the goods/services specified in the Invitation for Bid and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the bid documents, prior to submitting the bid, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If a bidder shall fail to obtain the required license prior to submission of his bid, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

Sign in ink and type or print requested information.

Legal Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature)
_____	Name: _____
FEI/FIN/SSN: _____	(Please Print)
Fax Number: _____	Title: _____
E-mail Address: _____	Telephone Number: _____

Please provide the following if applicable to this IFB:
Virginia Contractor License # _____ SCC ID # _____

Bidder shall ascertain prior to submitting a response that all Addenda issued have been received and shall **acknowledge receipt and inclusion of all Addenda here:**

Addendum #: _____	Date Issued: _____
Addendum #: _____	Date Issued: _____
Addendum #: _____	Date Issued: _____

Information the Bidder deems Proprietary is included in this response in the separate section of the bid identified immediately below.

This Title Page MUST be Submitted as Part of your Bid

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I. PURPOSE:

The County of Louisa and the Louisa County Public Schools are soliciting bids for bottled carbonated soft drinks, fruit drinks, fruit juices, sports drinks, and bottled water products for resale at the Louisa County Aquatic Facility, the Betty Queen Intergenerational Center and the Schools.

The County reserves the right to award this contract to more than one bidder, if it is in the best interest of the County.

II. STATEMENT OF NEEDS/ SCOPE OF SERVICES:

A. GENERAL

- a. Samples may be requested for examination before the bid is awarded. Samples shall be furnished at no charge. It is not necessary to provide a complete case of the sample requested. Samples must be of the same brand and grade as indicated on Appendix B – Bid Price Sheet. All samples should be clearly labeled at the time of receipt, including item description and company name. Samples, if requested, shall be provided by the vendor within seven (7) days of request. Samples not received within that time may cause item(s) to be disqualified.
- b. Quantities indicated on Appendix B – Bid Price Sheet are estimates only and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. Final totals purchased may be more or less than quantities indicated.
- c. The Contractor shall not deliver drink items past their expiration dates, nor shall the contractor allow drink items to remain with the County past their expiration date.
- d. Packaging that is in an unacceptable condition (crushed, torn, dented, partially or fully opened, leaking, etc.) shall be rejected or returned and appropriate credit shall be provided.
- e. All prices shall be F.O.B. Destination and shall include the total cost of the item, including inside delivery, use of equipment and specified services. Prices shall remain firm for the duration of the contract period, including any and all contract renewals. The Contractor shall be liable for all applicable taxes including, but not limited to, sales and personal property taxes.
- f. If during the contract period an item is no longer available, the Contractor shall offer a like item for a price equal to, or less than the original price. All product substitutions must be approved, in writing, by appropriate personnel prior to delivery.
- g. The County and the Schools reserve the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. The County, Schools, and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments shall be issued for all additions or deletions.

- h. The Contractor shall furnish and deliver the items described on Appendix B – Bid Price Sheet. Bids shall be for brand names specified or approved equal. Product mix will be agreed upon between the Parks, Recreation and Tourism Director or the School Principal and the Contractor after a contract has been awarded. New products offered during the contract period may be offered, but the ultimate decision as to whether the product is sold shall be determined by the Parks, Recreation and Tourism Director or School Principal.
- i. The failure to satisfactorily meet delivery schedules and/or to supply specified items shall be considered grounds for cancellation of the contract.
- j. The Contractor shall provide prompt and effective repair of all vending machines, coolers, equipment and structures provided by the company. Defective equipment shall be repaired or replaced within twenty-four (24) hours of notification.
- k. There shall not be a minimum purchased required for delivery nor shall there be a delivery charge.
- l. The Contractor shall provide the County and Schools with a yearly statement of all sales activity itemized by product.
- m. At the end of the contract period, if the current vendor is not renewed, they shall have 30 days to retrieve their equipment.
- n. **No exceptions will be made to the required items.**

B. COUNTY OF LOUISA

LOUISA COUNTY AQUATIC FACILITY

- a. The County will initially place the first order and thereafter, on-site deliveries are required at least once per week between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Items needed for weekly orders will be determined at the time of delivery based on need. During periods of peak usage, the Contractor shall be required to adjust the number of weekly service calls to maintain product levels. The number of service calls shall not be more than two within a 7-day calendar period.
- b. At the end of the season, the contractor is required to pick up the remaining inventory and provide the County with a credit for such items.
- c. The Louisa County Aquatic Facility is operational between Memorial Day and Labor Day. Deliveries outside this timeframe shall be discontinued.
- d. Two (2) vertical coolers shall be furnished by the contractor at no additional charge to the County. All initial and replacement coolers shall be in first class operational condition. The Contractor shall ensure that all equipment is in proper working order at the time of installation. The Contractor shall install machines in an orderly fashion to prevent disruption of service and shall coordinate this with the Director of Parks, Recreation and Tourism. The County reserves the right to increase or decrease coolers at the Aquatic Facility based on volume at no additional charge through mutual agreement between the County and Contractor. Upon the end of the contract, the County will release the machines to the Contractor. The County will not assume liability for damage to the

machines from fire, theft, vandalism, or other natural causes (i.e. Mother Nature). The County, however, will use reasonable precaution to protect the Contractor's machines.

- e. **Promotional items**, such as pool umbrellas, menu boards, clocks, etc., if requested, shall be loaned at no charge during the contract term. Additional point of sale and merchandising material may be requested for new flavor introductions and special promotions at no charge.
- f. Throughout the year, there may be times in which the Louisa County Parks, Recreation and Tourism Department will need drinks for special events that they may be hosting not associated with the Louisa County Aquatic Facility. The Contractor shall provide for such events at the same prices that they provide for the Aquatic Facility.

BETTY QUEEN INTERGENERATIONAL CENTER

- g. Vending machines shall be fully stocked at the time of delivery. Additional product deliveries will be coordinated with the Parks, Recreation and Tourism Director.
- h. The Contractor shall provide vending machines with a dollar changer as needed at the Betty Queen Intergenerational Center. All initial and replacement machines shall be in first class operational condition. The Contractor shall ensure that all equipment is in proper working order at the time of installation. Upon the end of the contract, the County will release the machines to the Contractor. The Contractor shall assume all risk of any theft, damage or destruction of any goods, merchandise, fixtures, equipment or other property belonging to the Vendor or any person employed by or conducting business with the Vendor, or kept, stored, or located at any County location.

Location	**Estimated Number of Machines
Betty Queen Intergenerational Center	2

***One can and one bottle vending machine*

C. LOUISA COUNTY PUBLIC SCHOOLS

- a. Vending machines shall be fully stocked at the time of delivery. Additional product deliveries will be coordinated with school administrators and the Athletic Director at the Middle and High Schools.
- b. Deliveries to the schools during the month of July can be reduced at the Vendor's discretion. Deliveries to central office and for special events throughout the division must be completed within 24 hours.
- c. The Contractor shall provide horizontal coolers and/or pre-mix equipment for concession areas as needed. The Contractor shall also provide vending machines with a dollar changer as needed for each of the following locations. All initial and replacement coolers and machines shall be in first class operational condition. The Contractor shall ensure that all equipment is in proper working order at the time of installation. Upon the end of the contract, the Schools will release the machines to the Contractor. The Contractor shall assume all risk of any theft, damage or destruction of any goods, merchandise, fixtures, equipment or other property belonging to the Vendor or any person employed by or conducting business with the Vendor, or kept, stored, or located at any school location.

Location	**Estimated Number of Machines
Jouett Elementary School	2
Thomas Jefferson Elementary School	2
Trevilians Elementary School	3
Moss-Nuckols Elementary School	2
Louisa County High School	16
Louisa County Middle School	8
Central Office	1
Bus Garage	1

***Exact count for machines will be determined by vendor and the school principal.*

- d. Throughout the year, Louisa County Public Schools will need drinks (bottle and can) donated for special events including, but not limited to, up to six (6) sports banquets (100 cases minimum), (three (3) at the high school and three (3) at the middle school), all tailgates for home varsity football games (10 cases per game minimum) and one (1) senior picnic (30 cases minimum) with setup and delivery to Lake Anna State Park. The Athletic Director will determine the needs for the sporting events and the Principal or other building Administrator will determine the needs for other “special events.”
- e. The contractor shall provide at least one staff member to at all home varsity football games to keep coolers stocked and roll-a-rounds iced.
- f. Service deliveries for the High School and Middle School shall occur at least twice a week and at least once a week at all other locations.
- g. **Promotional items**, such as the following, if requested, shall be loaned at no charge during the contract term. Additional point of sale and merchandising material may be requested for new flavor introductions and special promotions at no charge.
 - Concession trailer (12’ minimum length) to be moved to various event sites;
 - Poster and wallet size athletic schedules for Fall, Winter, and Spring sport seasons for public posting and distribution;
 - Sport bottles and/or cups for athletic teams as determined by the contractor;
 - Sport drinks for athletic teams;
 - Enclosed stationary (12’x20’ minimum) vending facility that is wired for storage and vending equipment located at the stadium for concession at Athletic events;
 - Eight (8) roll-a-rounds that can be used at various events that will hold product and ice.
 - A Lion Costume for football games.

III. BIDDER'S INSTRUCTION:

A. BID PREPARATION:

1. Bidders may submit any questions or requests for additional information regarding the project in written format by Tuesday, June 3, 2025. All questions shall be directed to Sam Massie at smassie@louisacounty.gov or via fax at (540) 967-3439. A formal clarification will be sent out in writing on Tuesday, June 10, 2025, to all known potential bidders.
2. The Bidder must submit a bid, which demonstrates and provides evidence that the Bidder has the capabilities, professional expertise, and experience to provide the necessary services as described in this IFB. The Bidder shall ensure that all information required herein is submitted with the bid. All information provided should be verifiable by documentation requested by the County of Louisa. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the bid or rescission of an award.
3. Bids shall be signed by the authorized representative of the Bidder.
4. Bids should be prepared simply and economically, providing a straightforward, concise, detailed description of capabilities to satisfy the requirements of the IFB.
5. All expenses for making Bids to the County shall be incurred by the Bidder.
6. Bidder must be authorized to transact business in Virginia as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by law. Such status shall be maintained during the term of a contract. A contract entered into by a business in violation of the requirements is voidable at the option of the public body.

B. BID SUBMISSION: The following documents must be received in our office via hard copy no later than the closing date and time stated below:

1. Signed original of the completed Invitation for Bid Title Page.
2. Signed Appendix A "County of Louisa, Virginia Standard Terms and Conditions."
3. Completed Appendix B "Bid Price Sheet."
4. Completed Appendix C "Certification of Contractor."
5. A list of client references of similar service contracts, including at least three (3) customers. These references must include name, address, and telephone number.
6. A copy of any applicable Federal, State, or Local license required to legally perform the service, or sell the goods specified in the IFB shall be attached to the bid.
7. A certificate of insurance for all required coverages endorsing the County of Louisa to the insurance policy as an additional insured.
8. Bidders are reminded that changes to the IFB, in the form of addenda, are often issued between the issue date and within 5 days of the due date of the solicitation. All addenda

must be acknowledged on the IFB Title Page. Notice of addenda will be posted on eVA and on the County of Louisa procurement page www.louisacounty.com/procurement. It is the bidder's responsibility to monitor the webpage for the most current addenda.

The IFB number and closing date must be clearly marked on the outside of the sealed envelope. Each sealed envelope containing a Bid must be plainly marked on the outside as follows:

1. Beverages for the County of Louisa and the Louisa County Public Schools
2. IFB# PR-25-04
3. Name of the Bidder
4. Address of the Bidder
5. Due Date and Time: 06/24/25 @ 3:30 p.m.
6. A Statement reading "This container is not to be opened prior to the Bid Opening."

Should any Bid be received which is not so identified, the bidder assumes the risk that the submission will be opened prior to the Bid Opening. Bids so opened shall be disqualified.

This solicitation will close on Tuesday, June 24, 2025, at 3:30 p.m., local time prevailing.

Return the bid to:

Mail to: (US Mail)
County of Louisa
1 Woolfolk Avenue
Suite 304
Louisa, VA 23093
Attn: Sam Massie
(540) 967-3404

or Hand Delivery (FEDEX, UPS, etc.)
County of Louisa
Louisa County Administration Building
Finance Department, 2nd Floor
1 Woolfolk Avenue
Louisa, VA 23093
Attn: Sam Massie
(540) 967-3404

- C. SUBMISSION OF PROPRIETARY INFORMATION:** All information submitted to the County in response to this solicitation will constitute public information and will be available to the public for inspection upon request pursuant to the Virginia Freedom of Information Act (FOIA).

Pursuant to Virginia Code Section 2.2-4342 and County of Louisa Code Section 60-24, a Bidder/Offeror may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code Section 59.1-336, part of the Uniform Trade Secrets Act.

In order to claim this exemption, the Bidder/Offeror shall perform ALL of the following: (i) include a written request indicating Bidder/Offeror's desire to invoke the protections of Virginia Code Section 2.2-4342 with submitted proposal materials/data; (ii) specifically identify the data or other materials to be protected by clearly labeling each page containing applicable data as PROPRIETARY; and (iii) to the County's satisfaction, articulate the rationale for why protection for the particular data or materials is necessary. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable.

Without waiving sovereign immunity or any other available defenses, the County asserts that failure to meet all of these requirements will result in the data or materials being open for inspection in response to a valid inquiry under FOIA and will serve to waive any right of the Bidder/Offeror to assert a claim against the County for disclosure of trade secrets or proprietary information.

Bidder/Offeror shall be responsible for intervening and defending, at its expense, any demands made upon the County by third parties for production of any such items.

- D. RECEIPT OF BIDS/LATE BIDS:** It is the Bidders responsibility to ensure that his/her bid is received prior to or at the specific time and the place designated in the solicitation. **Bids received after the date and time specified shall not be considered.**

Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The County personnel whose duty it is to open the bids will decide when the specified time has arrived.

Bids shall be addressed as indicated in the Advertisement for Bids and shall be delivered, enclosed in a sealed envelope, marked "Bid" and bearing the title of the work, name of the bidder, and the contractor's license number of the bidder. Bidders shall clearly mark on the outside of the bid envelope which contract(s) they are bidding.

No responsibility will be attached to any County personnel for the premature opening of a bid not properly addressed and identified on the outside of a sealed envelope.

E. COOPERATIVE PROCUREMENT:

1. This procurement is being conducted on behalf of Louisa County, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act and §60-5.1 of the Louisa County Code.
2. If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract.
3. With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
4. The County of Louisa, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or

staff be responsible for any costs, damages or injury resulting to any party from use of a Louisa County contract.

5. It is the Contractors responsibility to notify other public body(s) of the availability of the contract(s).

IV. METHOD OF SELECTION:

After the Sealed Bids have been opened, the County shall prepare a list of those contractors who have submitted bids and met the qualifications listed in this offering. Award shall be given based on the lowest responsive and responsible bidder. The County of Louisa may cancel this IFB in whole or in part or reject any or all bids at any time prior to award. Should the County determine that a bidder is not qualified; the bidder shall be notified in writing of that determination and the reason. The award document will be a contract incorporating by reference all requirements, terms, and conditions of the solicitation of this offer.

The County reserves the right to evaluate any sources of information available on a potential vendor.

The County will evaluate bids using the following hypothetical scenario to determine the overall lowest responsive and responsible bidder (**contractor is not responsible for completing this section; please use Appendix B for submitting costs**):

- A. Carbonated Soft Drink 12oz.
 - Estimated Quantity 630 X Price per Case _____ = _____
- B. Carbonated Soft Drink 20oz.
 - Estimated Quantity 565 X Price per Case _____ = _____
- C. Sports Drink 20oz.
 - Estimated Quantity 177 X Price per Case _____ = _____
- D. 100% Fruit Juice 10-12oz.
 - Estimated Quantity 162 X Price per Case _____ = _____
- E. 100% Fruit Juice 15-17oz.
 - Estimated Quantity 1238 X Price per Case _____ = _____
- F. Unflavored Bottled Water 12oz.
 - Estimated Quantity 539 X Price per Case _____ = _____
- G. Unflavored Bottled Water 16-17oz.
 - Estimated Quantity 847 X Price per Case _____ = _____
- H. Unflavored Bottled Water 20oz.
 - Estimated Quantity 338 X Price per Case _____ = _____
- I. Flavored Bottled Water 16-20oz.
 - Estimated Quantity 25 X Price per Case _____ = _____
- J. Sum of Lines A through I = _____
- K. Vending Commission Rate X \$26,975.00 (Estimated Sales) _____

BID EVALUATION TOTAL (J - K) = _____

Lowest total is the successful bidder.

LOUISA COUNTY RESERVES THE RIGHT TO AWARD WITH OR WITHOUT PROMOTIONAL ITEMS.

V. COUNTY OF LOUISA STANDARD TERMS AND CONDITIONS

See Appendix A. Louisa County does not accept changes to the County of Louisa, Virginia Standard Terms and Conditions, and any attempt by the Bidder to make such changes is in itself reason for a bid to be declared as non-responsive to the IFB and rejected by the County.

VI. BID PRICE SHEET

See Appendix B. Bid prices not including promotional items.

VII. CERTIFICATION OF CONTRACTOR

See Appendix C.

APPENDIX A
COUNTY OF LOUISA, VIRGINIA
STANDARD TERMS AND CONDITIONS

1. General Provisions

- 1.1 Unless otherwise agreed to in a writing signed by the County Administrator for Louisa County, and approved as to form by the Louisa County Attorney, these Standard Terms and Conditions apply to and govern all purchases, regardless of the type of goods or services purchased, by the County of Louisa, Virginia (the “County”) from _____ (the “Vendor”).

2. Definitions

- 2.1 “Solicitation” means the vehicle by which the County solicited pricing, and if applicable other terms, by which it could acquire goods or services from Vendor, regardless of whether the vehicle was an Invitation for Bid, Request for Proposal, Request for Quote, telephone quote or any other means permissible under the Louisa County Code or Virginia law.
- 2.2 “Contract Documents” means all documents that constitute any legal and binding agreement between the Vendor and the County, including these Standard Terms and Conditions.
- 2.3 “Contract Period” means the time period from the time that Vendor first becomes legally bound to provide goods or services to the County in response to a Solicitation until all of Vendor’s contractual obligations to the County, arising out the Solicitation, cease.
- 2.4 “Obligations” means any and all legal obligations of Vendor under any Contract Documents.

3. Laws of the Commonwealth

- 3.1 The Contract Documents shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia and the Louisa County Code. Vendor represents and warrants to the County that during the Contract Period it:
- a) Will comply and conform with the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
 - b) Not employ illegal alien workers or otherwise violate the provisions of the Immigration Reform and Control Act of 1986; and

- c) Comply with all federal, state and local laws and regulations applicable to the performance of the services procured.

4. Louisa County Policies

4.1 In every contract of over \$10,000, the Vendor agrees during the Contract Period that Vendor:

- a) Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor; and
- b) Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
- c) Will state that the Vendor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Vendor to perform under the Contract Documents. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and
- d) Will include the provisions of the foregoing subparagraphs in every subcontract or purchase order exceeding \$10,000 issued by Vendor in order to fulfill its Obligations, so that the provisions will be binding upon each subcontractor or vendor employed by Vendor.

4.2 In every contract of over \$10,000, the Vendor agrees during the Contract Period the Vendor shall:

- a) Provide a drug-free workplace for its employees;
- b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation;
- c) State in all of its solicitations or advertisements for employees that the Vendor maintains a drug-free workplace; and

- d) Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or subvendor.
- e) For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor under a Solicitation and in accordance with the Virginia Public Procurement Act and/or the Louisa County Code.
- f) In addition to the provisions contained herein, the Vendor shall comply with the federal Drug Free Workplace Act.

4.3 Pursuant to Section 2.2-4343.1 of the Code of Virginia and Section 60-25 of the Louisa County Code, in all Solicitations, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

- a) "Faith-based Organization" means a religious organization that is or applies to be a Vendor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.
- b) If Vendor is a faith-based organization, then Vendor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice in bold-face type:

NOTICE

Neither the County's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form.

5. Certifications

5.1 The Vendor certifies that Vendor's response to the Solicitation:

- a) Has been prepared without prior participation, understanding, agreement, or connection with any corporation, firm or other person that is also submitting a bid/offer in response to the same Solicitation;

- b) Is in all respects fair, without misrepresentations of fact, and free from collusion or fraud;
 - c) Is in full compliance with the Virginia Conflicts of Interest Act;
 - d) Is or is intended to be competitive and free from any collusion with any person, firm or corporation; and
 - e) Has been prepared without the benefit of being provided information not available to the general public, or other potential bidders, such as insider information known to County employees or other sources which may have gained such information from interaction with County employees.
- 5.2 The Vendor has not offered or received any kickback from any other bidder or vendor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- 5.3 The Vendor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;
- 5.4 The Vendor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
- 5.5 Neither Vendor, Vendor's subcontractors, nor any person acting on Vendor's behalf, have conferred, or will confer, on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

6. Warranties

- 6.1 The Vendor represents and warrants that it has the requisite experience, skills, capabilities, and manpower to perform the Obligations in a good and workmanlike fashion, that it is a legal business entity chartered or authorized

to do business in Virginia having all necessary licenses required by law, that the person signing any of the Contract Documents has been fully authorized to do so, and his signature will legally bind the Vendor to perform its Obligations. Any goods or services furnished by the Vendor under the Contract Documents shall be covered by the most favorable warranties provided by the Vendor to any customer, but in no event shall such warranty be less than one (1) year from date of completion of services or sale of goods, as applicable.

- 6.2 Vendor warrants to the County that all materials and equipment furnished shall be new, unless otherwise specified, and that Vendor's Work shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents.
- 6.3 The Vendor agrees that if warranties set forth in the Contract Documents are in any respect breached, the Vendor will pay to the County the full contract price agreed to by the County to be paid for the supplies, materials, equipment or services furnished under the bid or proposal. These rights and remedies are in addition to and do not limit those rights and remedies otherwise available to the County.

7. Modifications, Additions or Changes

- 7.1 Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the County. No fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000, whichever is greater, without the approval of the County. The amount of any contract may not be increased for any purpose without adequate consideration provided to the County.

8. Procurement Code

- 8.1 Solicitations are subject to Chapter 60 of the Louisa County Code and any revisions, thereto, which are hereby incorporated into this contract in their entirety. **ANY SOLICITATION OR CONTRACT DOCUMENTS THAT ARE ISSUED, REQUESTED OR EXECUTED IN VIOLATION OF LOUISA COUNTY CODE OR VIRGINIA LAW ARE VOID AB INTIO, AND ARE OF NO EFFECT, REGARDLESS OF WHETHER ANY PURCHASE HAS BEEN MADE UNDER THE CONTRACT DOCUMENTS AND IRRESPECTIVE OF THE AMOUNT OR LENGTH OF VENDOR'S PERFORMANCE UNDER THE CONTRACT DOCUMENTS.** A current copy of the Louisa County Code is

available at www.municode.com or for viewing at the Louisa County administration building during normal business hours.

9. Bid Acceptance Period

- 9.1 Any bid in response to a Solicitation shall be valid for 60 days. At the end of the 60 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the Solicitation is cancelled.

10. Indemnification

- 10.1 The Vendor agrees to indemnify, defend and hold harmless the County and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by (i) the use of any materials, goods, or equipment of any kind or nature furnished by the Vendor; (ii) any services of any kind or nature provided by the Vendor; or (iii) Vendor's performance of its Obligations, provided that such liability is not attributable to the sole negligence on the part of the County.

11. Assignment

- 11.1 Neither the Obligations nor the Contract Documents may be assigned, sublet, or transferred, in whole or in part, without the written consent of the County.

12. Audit

- 12.1 The Vendor hereby agrees to retain all books, records, and other documents relative to Vendor's Obligations and the Contract Documents for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The County and its authorized agents, state auditors, the grantor of the funds to the County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any such books, documents, papers and records of the Vendor for the purpose of making audits, examinations, excerpts or transcriptions.

13. Ownership of Documents

- 13.1 Any reports, studies, photographs, negatives, or other documents prepared by Vendor in the performance of its Obligations shall be remitted to the County by the Vendor, without demand therefore, upon the earliest of (i) completion of its Obligations; (ii) completion of the Contract Period; or (iii) termination, cancellation or expiration of the Contract Documents. Vendor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Obligations without the prior written consent of the County. The County shall own the intellectual property rights to all materials produced under this Agreement.

14. Payment and Performance Bond

- 14.1 If Vendor's Obligations include construction, the amount of which exceeds \$100,000, the Vendor shall furnish to the County the bonds required under Section 60-21 of the Louisa County Code and shall otherwise fully comply with the requirements of such sections of the Code. The County reserves the right to require payment and/or performance bonds in the amount of the Obligations for any other projects, goods or services, whether or not required by such sections of the Code.

15. Required Payment

- 15.1 The Vendor covenants and agrees to:
- a) Within seven (7) days after receipt of any amounts paid to the Vendor under the Agreement,
 - b) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the work under the Agreement performed by such subcontractor, or
 - c) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore.
- 15.2 Vendor agrees to provide its federal employer identification number or social security number, as applicable, as a condition precedent to the County being required to make any payment to the Vendor under the Contract Documents.
- 15.3. Vendor agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Vendor on all amounts owed by the Vendor that remain unpaid after seven (7) days following receipt by the Vendor of payment from the County for work performed by the subcontractor in furtherance of Vendor meeting its Obligations to the County, except for amounts withheld pursuant to subparagraph 15.1(c) above.
- 15.4 Vendor agrees to include in its contracts with any and all subcontractors the requirements of 15.1(a), 15.1(b), and 15.1(c) above.

16. Liability Coverage

- 16.1 Unless otherwise expressly excepted in the Solicitation documents prepared by the County, the Vendor shall take out and maintain during the Contract Period such bodily injury, liability and property damage liability insurance as shall protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which could arise from Vendor's performance of its Obligations. Such insurance shall at

least have the coverages and be in the amounts set forth in section 19 “Insurance and Bond Requirements” set forth below and shall name the “Board of Supervisors of Louisa County, Virginia” and the “County of Louisa, Virginia” as additional insureds. Such insurance must be issued by a company admitted to do business within the Commonwealth of Virginia and with at least an AM Best rating of A-. Within 10 days after Vendor is awarded a contract in response to a Solicitation, and in no event later than the first day on which Vendor provides goods or services to the County, the Vendor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days’ notice prior to cancellation or other termination of such insurance.

17. Loss or Damage in Transit

17.1 Delivery by a Vendor to a common carrier does not constitute delivery to the County. Any claim for loss or damage incurred during delivery shall be between the Vendor and the carrier. The County accepts title only when goods are received regardless of the F.O.B. point noted in the Solicitation or the Contract Documents. The receiving agency will note all apparent damages in transit on the freight bill and notify the Vendor. Discovery of concealed damages or loss will be reported by the receiving agency to the carrier and the Vendor within 15 days of receipt and prior to removal from the point of delivery if possible. The Vendor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract Documents. It shall be the Vendor’s responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the agency, the Vendor may deduct the amount of damage or loss from his or her invoice to the agency in lieu of replacement.

18. Freight

18.1 By signing any response to a Solicitation the bidder certifies that the bid price(s) offered for F.O.B. destination include only the actual freight charges at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Freight charges are, therefore, established for each individual purchase. If a requirement is bid F.O.B. origin, the Vendor shall prepay the charges and add the amount to the invoice. A copy of the freight bill should be attached to all invoices that include freight charges. In a solicitation specifying F.O.B. origin the County will consider freight cost in the evaluation of bids.

19. Insurance and Bond Requirements

19.1 The Vendor shall maintain the following insurance to protect it from claims that could arise from performance of the Obligations, including claims (i) under the Workmen’s Compensation Act; (ii) for personal injury, including death; and (iii) for damage to property, regardless of whether such claims

arise out of Vendor's actions or inactions, or those of Vendor's subcontractor or other persons directly or indirectly employed by either of them:

- a) Worker's Compensation and Employer's Liability. Vendor shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting Vendor's Obligations are to be performed. Such insurance shall not have a limit of liability less than the following: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract. Employer's Liability -\$100,000.
- b) Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent Vendor, and personal injury insurance in support of section 10 of this Agreement entitled "Indemnification". This policy shall be endorsed to include the County as additional insured's during the Contract Period and shall state that this insurance is primary insurance as regards any other insurance carried by the County. Vendor shall procure and maintain Public Liability Insurance in an amount not less than:
 - a) \$1,000,000 for each occurrence involving bodily injury;
 - b) \$1,000,000 for each occurrence involving property damage;
 - c) \$2,000,000 aggregate limits.
- c) Comprehensive Automobile Liability. Vendor shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Vendor, with the following limits:
 - a) \$1,000,000 for each occurrence involving personal injury;
 - b) \$1,000,000 for each occurrence involving property damage.
- d) The Vendor shall purchase and maintain insurance coverage in a sufficient amount to cover all potential claims on his tools, equipment and machinery.

19.2 The County reserves the right to require insurance of any Vendor in greater amounts provided notice of such requirements is stated in the solicitation.

- 19.3 All insurance policies required under this paragraph, or otherwise required by the Solicitation or Contract Documents, shall include a clause waiving any and all subrogation rights against the County.
- 19.4 Insurance policies shall provide for notification to the County of non-payment of any premium and shall give the County the right to make the premium payment thereunder within a reasonable time, if the insurance policy is in danger of lapsing during the Contract Period. Any premium payments made by the County shall be deducted from amounts due Vendor under the Contract.

20. Compliance With Laws

- 20.1 All work performed shall be in accordance with all local, state and federal codes, laws and regulations, including but not limited to: Virginia Conflict of Interest Act, Virginia Fair Employment Contracting Act, Virginia Freedom of Information Act, Virginia Prompt Payment Act, the Virginia Public Procurement Act, and the Louisa County Code.

21. No Waiver

- 21.1 Any failure of the County to demand rigid adherence to one or more of the terms of the Contract Documents, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of the Contract Documents. Moreover, it is the County's position and Vendor hereby agrees that the legal theories of Implied Waiver, Statute of Limitation, Estoppel, and Laches do not apply as defenses that the Vendor may assert in any action by the County. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

22. Termination and Cancellation

- 22.1 The County shall have the unilateral right to terminate any contract with Vendor for default on the terms of that contract, or any other contract between the Vendor and the County.
- 22.2 The County has the unilateral right to cancel and terminate any contract with Vendor, in whole or in part, without penalty, merely out of convenience, and shall require no breach of contract by Vendor as a condition of termination. This right of termination for convenience may be exercised at the sole unconditional discretion of the County. If a contract is terminated in whole or in part for the convenience of the County, the Vendor shall be paid the contracted price for the service or goods actually provided or rendered up to the date of the termination of the respective contract, but shall not be paid any other fees or lost profits.

- 22.3 Any contract cancellation notice shall not relieve the Vendor of the obligation to perform on all outstanding orders issued prior to the effective date of cancellation.

23. Availability of Funds

- 23.1 It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available and duly appropriated or which may hereafter become available and duly appropriated for the purpose of fulfilling the County's obligations with respect to the Contract Documents.

24. Billing, Method of Payment and Offset Rights

- 24.1 Billing shall be done monthly based on the contracted rate bid by the Vendor and submitted to the Louisa County Administration Department. The County will remit payment within 30 days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by the Louisa County Administration Department.
- 24.2 Vendor agrees that the County has the unilateral right to offset any bill submitted to County by Vendor, or any payment owed to Vendor by the County, by any amount due to the County from Vendor pursuant to the Contract Documents, or any other agreement, contract or transaction between County and Vendor.

25. Tax Exemption

- 25.1 The County of Louisa, as a political subdivision of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. The county of Louisa's tax identification number is 54-6001398.

26. Work Site Damages

- 26.1 Any damages, including damage to finished surfaces, resulting from Vendor's performance of its Obligations shall be repaired to the satisfaction of the County at the Vendor's expense.

27. Choice of Law

- 27.1 To ensure uniformity of the enforcement of the Contract Documents, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and of Louisa County without regard to their principles of conflicts of law.

28. Forum Selection

- 28.1 Vendor agrees, and submits, to sole and exclusive jurisdiction and venue in the General District or Circuit Courts of Louisa County, Virginia for resolution of any and all claims, causes of action or disputes between Vendor and the County. The Vendor agrees hereby to waive any jurisdictional or venue defenses related to any such action brought in the courts of Louisa County, and further agrees to not remove or file any such action in Federal Court.
- 28.2 Vendor agrees that service by registered mail to the address set forth in Paragraph 31.1 of these Standard Terms and Conditions shall constitute sufficient service of process for any such action.

29. Severability

- 29.1 If any provision of any one, or all of the Contract Documents is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reason, such provision shall be fully severable and the remainder of the Contract Documents shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the Contract Documents, and the remaining provisions of the Contract Documents shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance.

30. Attorneys' Fees

- 30.1 Should the County employ an attorney to either (i) institute and maintain a suit against Vendor arising out of the Contract Documents or Vendor's Obligations; (ii) assist in enforcing or defending any of the County's rights under the Contract Documents; (iii) protect the County's interest in any matter arising under a contract with Vendor; (iv) collect damages for the breach of a contract or any other amounts owed to the County; or (v) recover on a surety bond given by the Vendor, then the County shall be entitled to recover its attorneys' fees, costs, charges, and expenses expended or incurred therein from the Vendor if the County prevails in court, regardless whether the County recovers at law or in equity.

31. Notices

- 31.1 All requests, notices and other communications required or permitted to be given under the Contract Documents shall be in writing. Delivery of a notice shall be deemed to have been made when such notice is either:
- a) Duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect; or

- b) Transmitted by hand delivery, telegram, telex, telecopy or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the County shall be sent to:

County Administrator
Louisa County
1 Woolfolk Avenue
Suite 301
Louisa, VA 23093

With a copy to:
County Attorney
Louisa County
1 Woolfolk Avenue
Suite 306
Louisa, VA 23093

32. Contractual Claims Procedure

- 32.1 Contractual claims or disputes by Vendor against the County, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Vendor shall give the County written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Vendor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Vendor files such written notice, Vendor shall proceed with the work as directed. If Vendor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- 32.2 The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Vendor by written notice.
- 32.3 If the Vendor disagrees with the decision of the County concerning any pending claim, the Vendor shall promptly notify the County by written notice that the Vendor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Vendor to accept the decision of the County or under a written notice of Vendor's intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Vendor from payment request, whether progress or

final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- 32.4 The County's decision on contractual claims shall be final and conclusive unless the Vendor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate court.

33. Correction of Defective Work

- 33.1 Vendor shall promptly replace or correct any work or materials which County rejects as failing to conform to the requirements of the Contract Documents. If Vendor does not do so within a reasonable time, County shall have the right to replace or correct the defective work or materials and Vendor shall be liable to County for the cost thereof. If, in the opinion of County, it is not expedient to correct or replace all or any part of rejected work or materials, then County, at its option, may deduct from the payment due, or to become due, to Vendor such amounts as, in County's judgment, will represent the higher of: (i) the difference between the fair value of the rejected work and materials and the value thereof, if the work had complied with the Contract Documents; or (ii) the cost of correction.

34. County Attorney Approval

- 34.1 These Terms and Conditions, in their standard form, have been reviewed and approved as to form by the Louisa County Attorney. Any alterations to these Terms and Conditions by Vendor are invalid without subsequent review and approval as to form by the Louisa County Attorney.

I agree to these terms and conditions, and understand that they apply to and govern all purchases, regardless of the type of goods or services purchased, by the County of Louisa, Virginia from Vendor.

Name Title

Signature

Vendor _____

Date _____

APPENDIX B
BID PRICE SHEET

Beverages for the County of Louisa and the Louisa County Public Schools
IFB # PR-25-04

Prices shall include all costs associated with providing and delivering beverages for the Louisa County Aquatic Facility, Betty Queen Intergenerational Center, and Louisa County Public Schools, as further described in the Invitation for Bid Section II “Statement of Needs/Scope of Services,” and all attachments and addenda.

Prices for all drink sizes must be completed in order for the bid to be considered.

Description	Packaging	Unit	Estimated Quantity	Brand, Alternate Information	Price per Case	Estimated Quantity Price
A. Carbonated soft drinks, regular and diet or zero calories, variety of flavors, 12 ounce cans Brand: Coca-Cola group brands, Pepsi group brands, or approved equal	(24) 12-oz cans per case	Case	630		\$	\$
B. Carbonated soft drinks, regular and diet or zero calories, variety of flavors, 20 ounce bottles Brand: Coca-Cola group brands, Pepsi group brands, or approved equal	(24) 20-oz bottles per case	Case	565		\$	\$
C. Sports drinks, 20 ounce bottles Brand: Coca-Cola group brands, Pepsi group brands, or approved equal	(24) 20-oz bottles per case	Case	177		\$	\$
D. Fruit Juices, 100% juice products, 10-12 ounce bottles Brand: Coca-Cola group brands, Pepsi group brands, or approved equal	24 bottles per case	Case	162	bottle size: _____	\$	\$
E. Fruit Juices, 100% juice products, 15-17 ounce bottles Brand: Coca-Cola group brands, Pepsi group brands, or approved equal	12 bottles per case	Case	1238	bottle size: _____	\$	\$

F. Bottled water, unflavored with resealable tops, 12 ounce bottles Brand: Dasani, Aquafina, or approved equal	(8) 12-oz bottles per case	Case	539		\$	\$
G. Bottled water, unflavored with resealable tops, 16-17 ounce bottles Brand: Dasani, Aquafina, or approved equal	24 bottles per case	Case	847	bottle size: _____	\$	\$
H. Bottled water, unflavored with resealable tops, 20 ounce bottles Brand: Dasani, Aquafina, or approved equal	(24) 20-oz bottles per case	Case	338		\$	\$
I. Bottled water, flavored with resealable tops, with natural fruit flavors and artificial sweetener, zero calories, no sugar, no carbs, 16-20 ounce bottles Brand: Dasani, Aquafina, or approved equal	24 bottles per case	Case	25	bottle size: _____	\$	\$

J. Vending Machine Commission Rate _____%
Vending Rate 20oz Bottle _____ 20oz Sports Drink _____ 12oz Can _____

Date: _____

Submitted by (Print Name & Title): _____

Signature: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

APPENDIX C
CERTIFICATION OF CONTRACTOR

Beverages for the County of Louisa and the Louisa County Public Schools
IFB# PR-22-02

Full Name of Contractor: _____

Description of Contract: Beverages for the County of Louisa and the Louisa County Public Schools

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge that (1) if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date: _____

Submitted by (Print Name & Title): _____

Signature: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____