



3300 Pennsylvania Avenue, Charleston, West Virginia 25302 • (304) 348-6120 • Fax: (304) 348-6112  
**Alan Cummings, Director of Purchasing**

02/10/2017

**TO:** All Interested Bidders  
**Subject:** Laidley Field Soft Drink Products & Equipment  
**IDENTIFICATION NUMBER:** RFP# 17-137  
**Please submit responses to:** KANAWHA COUNTY SCHOOLS  
PURCHASING OFFICE  
3300 PENNSYLVANIA AVENUE  
CHARLESTON, WEST VIRGINIA 25302-4697

Responses will be accepted until 11:00 am, February 28, 2017. Please **show our ID number on the outside of the return envelope. IMPROPERLY IDENTIFIED RESPONSES MAY NOT BE ACCEPTED.** Any proposals received after the time and date stated above will not be considered.

**RESPONSE**

In compliance with the instructions, conditions and specifications herewith attached, we the undersigned, hereby submit this offer, and agree to enter into any written contract, and to furnish such security as may be required herein.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

(Please print or type)

Title: \_\_\_\_\_

(Signature)

Telephone Number \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Date: \_\_\_\_\_

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The County will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Department. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: **2/20/17 – 4:00 P.M.**

Submit Questions to: Alan Cummings  
Kanawha County Schools  
Purchasing Office  
3300 Pennsylvania Avenue  
Charleston, West Virginia 25302-4697  
Fax: 304-348-6112  
Email: ACummings@mail.kana.k12.wv.us

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any County personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Department is binding.

**6. BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Department at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Department staff is considered to be in the possession of the Purchasing Department and will not be returned for any reason. The bid delivery address is:

Kanawha County Schools  
Purchasing Office  
3300 Pennsylvania Avenue  
Charleston, West Virginia 25302-4697

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID  
BUYER: \_\_\_\_\_  
SOLICITATION NO.: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_  
BID OPENING TIME: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

Vendor may submit bids by facsimile transmission. The completed facsimile transmission must be received by the Purchasing Department prior to the specified date and time for submission of the bid. A vendor choosing to submit a bid or a written change to a bid by facsimile transmission accepts full responsibility for the transmission and receipt of the bid or change. Kanawha County Schools accepts no responsibility for the unsuccessful and/or incomplete transmission of bids by facsimile machine.

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 2 convenience copies of each to the Purchasing Department at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal or expression of interest as follows:

BID TYPE: [ n/a ] Technical  
[ n/a ] Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Department time clock.

**Bid Opening Date and Time:** 02/28/17 – 11:00 A.M.

**Bid Opening Location:** Kanawha County Schools  
Purchasing Office  
3300 Pennsylvania Avenue  
Charleston, West Virginia 25302-4697

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Department. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Department Director and, if applicable, approved as to form by the Treasurer and Superintendent, and the Board of Education constitutes acceptance of this Contract made by and between Kanawha County Schools and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"County"** means the Kanawha County Board of Education or other Public School Board of Education located within the State of West Virginia seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the County and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of Kanawha County Schools, Purchasing Department.
  
  - 2.4 **"Purchasing Department"** means the Kanawha County Schools, Purchasing Department.
  
  - 2.5 **"Purchase Order"** means the document signed by the Purchasing Department, and approved as to form, if applicable, by the Treasurer and Superintendent, and the Board of Education, that identifies the Vendor as the Contract holder.
  
  - 2.6 **"Solicitation"** means the official notice of an opportunity to supply the Purchasing Department with goods or services.
  
  - 2.7 **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.
  
3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**[ X ] Term Contract**

**Initial Contract Term:** This Contract becomes effective on upon award and extends for a period of 3 year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the County, and the Vendor, with approval of the Purchasing Department. Any request for renewal must be submitted to the Purchasing Department Director thirty (30) days prior to the

expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Department Director, this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Department Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Department Director 30 days written notice. Automatic extension of this Contract is prohibited.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within N/A days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within N/A days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for N/A successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed N/A months in total.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately up receiving the notice to proceed unless otherwise instructed by the County. Unless otherwise specified, the fully executed Award Document will be considered the notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the County. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Purchasing Department, and, if applicable, Treasurer and Superintendent, and the Board of Education.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the County. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the County in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Department Director may authorize the purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Department Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the County from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Department by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the County. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of N/A. The performance bond must be issued and received by the Purchasing Department prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Department prior to Contract award.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Department prior to Contract award.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:
  - Commercial General Liability Insurance:** The apparent successful vendor's Commercial General Liability Policy shall contain at a minimum, Contractual liability and Products/Completed Operations Liability which must meet or exceed the following limits: Bodily Injury of \$1,000,000.00 per person, \$1,000,000.00 per occurrence; Property Damage of at least \$1,000,000.00 per occurrence; Bodily Injury/Property Damage of at least \$2,000,000.00 combined single limit.
  - Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
  - Comprehensive Automobile Liability Insurance:** The apparent successful vendor shall have and maintain at a minimum, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000.00 per person, \$1,000,000.00 per occurrence; property damage of at least \$1,000,000.00 per occurrence, or bodily injury/property damage of at least \$2,000,000.00 combined single limit.
  - Professional Liability/Errors and Omission Coverage:** The apparent successful vendor shall have and maintain at a minimum, during the life of this contract Professional Liability/Errors and Omission Coverage of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses prior to Contract award, in a form acceptable to the Purchasing Department.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines



that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the County. All litigation bonds shall be made payable to the Purchasing Department. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Department. Cashier's or certified checks will be deposited with and held by the County. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the County at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of N/A for N/A. This clause shall in no way be considered exclusive and shall not limit the County's right to pursue any other available remedy.
- 13. ACCEPTANCE/REJECTION:** The County may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Kanawha County Schools Purchasing Department if applicable.
- 15. COMMUNICATION LIMITATIONS:** Communication with the County or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Department, is strictly prohibited without prior Purchasing Department approval. Purchasing Department approval for such communication is implied for all exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the County or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the County at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The County is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 22. CANCELLATION:** The Purchasing Department Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.
- 23. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Department of Education Policy 8200.
- 24. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 25. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, West Virginia Code of State Rules or the applicable policies of the West Virginia Department of Education and Kanawha County Schools is void and of no effect.
- 26. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 27. [RESERVED]**
- 28. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 29. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the County, and the Vendor, with approval of the Purchasing Department and if

applicable, approved as to form by the Treasurer and Superintendent, and the Board of Education. **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Department.**

- 30. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 31. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the County or Purchasing Department such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 32. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Purchasing Department, or if applicable, approved as to form by the Treasurer and Superintendent, and the Board of Education, and any office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Department approval may or may not be required on certain exempt purchases.
- 33. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the County; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 34. COUNTY EMPLOYEES:** County employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 35. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the County may deem this Contract null and void, and terminate this Contract without notice.
- 36. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the County, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the County's policies, procedures, and rules.
- 37. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the Kanawha County Schools Purchasing Department. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid

information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the County for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 38. LICENSING:** Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Department Director or the County to verify that the Vendor is licensed and in good standing with the above entities.
- 39. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from the County, the Vendor agrees to convey, sell, assign, or transfer to the County all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the County. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 40. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the County.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**41. PURCHASING CARD ACCEPTANCE:** The County currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the County's Purchasing Card for payment of all orders under this Contract.

[ X ] Vendor is not required to accept the County's Purchasing Card as payment for all goods and services

**42. VENDOR RELATIONSHIP:** The relationship of the Vendor to the County shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the County for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the County, and shall provide the County with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**43. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the County, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**44. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**45. ADDITIONAL COUNTY AND REGIONAL EDUCATION SERVICE AGENCY USE:** This Contract may be utilized by and extends to other County and Regional Education Service Agencies, of the State of West Virginia ("Other School Entities"). This Contract shall be extended to the aforementioned Other School Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other School Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other School Entities shall not impact or influence the award of this Contract in any manner.

**46. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the County.

**47. REGISTERED SEX OFFENDERS:** In compliance with Kanawha County Board of Education Policy: Sex Offender Registry Notification Series 54 and as found in West Virginia Code § 15-12-1 et seq, The contractor (Vendor) shall not send any employee or agent who is a registered sex offender to any school building or school property. Quarterly, the contractor (Vendor) shall check the registry to determine if the employee is registered. For information regarding the Sex Offender Registry, Vendors should contact the West Virginia State Police.

## CERTIFICATION AND SIGNATURE PAGE

17-137

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

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(Company)

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(Representative Name, Title)

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(Contact Phone/Fax Number)

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(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 17-137**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

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Company

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Authorized Signature

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Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



REQUEST FOR QUOTATION #17-137  
**Laidley Field Soft Drink Products & Equipment**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The Kanawha County Schools Purchasing Department is soliciting bids on behalf of the Laidley Field Athletic and Recreational Center (LFARC), to establish an open-end contract to provide soft drink products, coolers and vending machines.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in herein or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the County with goods or services that is published by the Purchasing Department.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide County with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **Incentives/Donations**
      - 3.1.1.1 Vendors will provide LFARC with incentives in return for the exclusive right to have their products dispensed at this venue.
  
      - 3.1.1.2 The Vendor will sponsor a middle school track invitational at a cost of \$800 for trophies through sixth (6<sup>th</sup>) place, each year of said contract. The awards will have the successful bidders name and logo.
  
      - 3.1.1.3 The successful Vendor will be a “gold” sponsor for the WV State High School Track and Field Championship at a cost of \$5,000 per year as long as the event is held at LFARC.

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- 3.1.1.4** The Vendor will be expected to supply, at least, 80 cases of 12 oz, donated drinks for various events held at LFARC throughout the contract year. Donations exceeding this amount is at the discretion of the successful Vendor. The following 80 cases are to be dispersed as needed by LFARC in the following quantities over the given timeframe:
- a. Fifteen (15) cases for the Charleston Gazette track relays on the first weekend in May (over 1,100 participants and fans)
  - b. Ten (10) cases for the Mountain State Conference Track meet in May
  - c. Three (3) cases for the AAA Regional Track Meet in May.
  - d. Three (3) cases for the AA Regional Track Meet in May.
  - e. Two (2) cases for the A Regional Track Meet in May.
  - f. Twenty-five (25) cases for the West Virginia State High School Track Championship on last week in May (1,800 participants and fans)
  - g. Twelve (12) cases for the North-South Football Classic in June
  - h. Four (4) cases for the Stonewall Jackson Middle School Track Meet, co-sponsored by the soft drink company
  - i. Six (6) cases per game during any high school football playoffs. Hosted at Laidley Field in November.
- 3.1.1.5** Vendors should outline in detail their proposed exclusivity incentives offer for a three (3) year contract with the option of two, one year renewals. Timetables should be clearly defined as to whether the incentives will be “upfront” or annual. (Additional pages may be added, if necessary).

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**3.1.2 Water, Soft & Sports Drinks**

**3.1.2.1** The Successful Vendor will have the exclusive right to all bottled water, soft and sports drink vending and dispensing during the term of this contract which includes cans and bottles only. Post-mix (bag-in-a box) and pre-mix items are not included under the terms of this agreement.

**3.1.2.2** The Vendor shall will provide a minimum of five (5) bottled/canned, flavored soft drinks which include one diet or sugar-free soft drink. Additionally, Vendors must include bottled water in 16.9 and 20 ounce bottles as well as two sports drinks in 20 oz. bottles. Type and quantity are defined within the pricing pages. If the Vendor chooses to propose additional products for the same price as indicted the price page, the Vendor include those items on the price page. (This section will not be considered in the evaluation of the Vendor's bid)

**3.1.2.3** The Vendor shall maintain a continuous inventory on a weekly basis, at the place of sale of all products to be merchandised, and at the direction of the LFARC management supply additional quantities deemed required for "Special Events".

**3.1.2.4** The quantities disclosed throughout this request for quotation are estimations only. LFARC shall not be required to purchase a minimum or maximum quantity of any product offered or merchandised by the Vendor. LFARC reserves the right to alter quantities of product to be sold as revenues and sales dictate.

**3.1.2.5** Samples - When requested, are to be submitted no later than 24 hours of request at no expense whatsoever to the LFARC. Samples must be clearly identified with the Vendor's name, brand and product number, when applicable.

**3.1.3 Equipment**

**3.1.3.1** Bottle Dispensing Vending Machines - The Successful Vendor shall provide a minimum of three bottle dispensing vending machines to be located at Laidley Field. These machines shall be at no cost to LFARC, will be restocked

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by LFARC and maintained/owned by the Vendor. All items of equipment and their inherent related items required for the system operation will be and remain the property of the Vendor for as long as the contract is in effect. LFARC will provide all utilities necessary for machine operation. All proceeds from these machines shall be the property of LFARC.

**3.1.3.2 The Successful Vendor's Vending machines:**

- a. Are not to be restricted on the type of product(s) offered.
- b. Are to dispense soft drinks, sports drinks and water not to exceed 20 fluid ounces.
- c. Are allowed to contain company logos.
- d. And services are Independent of any other contract associated with Kanawha County Schools in regards to the items covered under this agreement. Nutrition values are not in question at this site.
- e. Are to be housed in a self-contained security building with automated door. This is required to secure vending machines after hours.

**3.1.3.3 Coolers/Refrigeration Units – Vendor must provide coolers/refrigeration units to effectively chill cases of drinks prior to LFARC resale. Currently, LFARC has 7 cooler/refrigeration units which chill an estimated 16 cases of drinks each and 1 cooler/refrigeration unit that chills an estimated 50 cases of drinks. These units are provided at no charge from the incumbent vendor. It is expected, that the successful Vendor will provide cooler/refrigeration units capable of chilling similar quantities at no charge to LFARC. The units will be restocked by LFARC and maintained/owned by the Vendor. All items of equipment and their inherent related items required for the system operation will be and remain the property of the Vendor for as long as the contract is in effect. LFARC will provide all utilities necessary for machine operation.**

**3.1.3.4 Menu Boards – The successful Vendor shall submit for approval, by the owner, Menu Boards, ceiling hung type. Boards may contain merchandisers Registered Trade Names. Board shall be of rear-illuminated type and connected to circuits available at electrical panels in**

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concession stands, all in accordance with national Electric Code. Menu board will include all letters and numbers necessary to establish all concession items, and the price of each item. Menu Boards must have the capabilities of having a minimum of twelve (12) individual lines and be a minimum of four (4) feet in length. Four (4) units required.

**3.1.3.5** The Vendor's equipment shall be new, or refurbished to "like new condition" and constructed of first quality materials and/or equipment. The LFARC reserves this right to reject any delivered items which are not equal in quality descriptions or specifications

**3.1.3.6** If, for any reason, it shall become necessary for LFARC to service, maintain or replace any soft drink dispensing equipment or the products to be merchandised, after notifying the Vendor, and the Vendor failing to perform said responsibilities within a reasonable period of time not to exceed one (1) week, the Vendor shall reimburse the LFARC management in full for all costs and charges incurred for same.

**3.1.3.7** Servicing and maintenance of the equipment shall be on a regularly scheduled basis not to exceed a three (3) month period or as required by Laidley Field for continuous, efficient, year-round operation; further, the Vendor agrees to provide a qualified service technicians on site during all major events at the request of the LFARC. Costs associated for these services shall be borne by the Vendor.

**3.1.3.8** The successful vendor must install and have operational all equipment included in the specifications within 30 calendar days of award.

**3.1.4 Equipment Installation**

**3.1.4.1** The cost of labor, materials, equipment, tools, transportation, unloading, placement, and storage for the installation of equipment will be the sole responsibility of the Vendor.

**3.1.4.2** The Vendor's bids involves contracted work on Kanawha County Board of Education Property, the Vendor shall give all notices, pay all fees and comply with all laws,

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ordinances, rules and regulations bearing on the conduct of the work.

**3.1.5 Advertising**

**3.1.5.1** The Vendor should submit an in-stadium advertising proposal to provide LFARC with the means of promoting the facility to the general public as well as all rentees. The proposal **could** include such things as an event sponsorship, concession stand advertising, stadium advertising, electronic scoreboards and message centers, or any other creative avenues to provide more patron participation in the LFARC facility and more recognition to our city, county and state. Submit separate sheet for list of monetary incentives.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide the County with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. In making a bid award, intangible factors such as Vendor's services, integrity, facilities, equipment, reputation, availability, and past performance may be considered. Award of this contract will be made as a total entity. No award of contract will be made on separate items. The right is reserved by the LFARC to make a selection as in its judgment is best suited for the purpose intended. The LFARC reserves the right to reject any and all bids, and to waive any informalities in bidding.

**4.2 Pricing Pages:** The pricing page is split into three sections: Drink Items, Monetary Incentives and Grant Total. Vendors should complete the Pricing Pages by filling in the grey shaded cells.

In the Drink Items section, Vendors are to complete the Vendor Proposed Drink Type cells by placing the Brand name and Type (i.e. flavor) in each items corresponding cell, the cost of each case in the corresponding Cost per Case cell and the number units per case in the Units per Case cells. The remaining cells will self-tabulate.

In the Monetary Incentives section, Vendors are to complete the Incentive and Monetary Amount columns. The "Gold" Sponsor WV Track & Field Championship and Middle School Track Invitational are pre-populated based on the requirements of this solicitation. The "80 free cases of regular

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soda (12 oz cans)” Monetary Amount cell will self-populate based on the response the Vendor has provided under the “Cost per Case” – Regular Soda cell found in the “Drink Items” section. The “other” cells located in the Monetary Incentives section are available for the Vendor to submit additional incentives which will be made available to LFARC throughout the life of contract in addition to those mandated within the solicitation. This section reduces the overall bid total.

The Grand Total Section is the product of Drink Items Section less the Monetary Incentives Section of the price page.

Vendor should type or enter electronically the information into the Pricing Pages. Vendors must utilize the pricing page excel file for bid purposes as found on the Kanawha County Schools Purchasing Bid Calendar webpage at: <https://kcs.kana.k12.wv.us/Calendar/purchasing-bid-calendar> .

Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or enter electronically the information into the Pricing Pages, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:  
[acummings@mail.kana.k12.wv.us](mailto:acummings@mail.kana.k12.wv.us)

- 4.3 Price escalation:** Vendor must hold prices firm for the first year of the contract. Vendor may request a price increase no sooner than 1 year following the initial contract award, and no more than once per year throughout the life of contract. Pass through costs only will be accepted at the discretion of the Kanawha County Schools Purchasing Department.

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how

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the County may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing County orders on-line.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the County.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 5 working days after orders are received. Vendor shall deliver emergency orders within 24 after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

- 6.2 Late Delivery:** The County entity placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to the County will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any County entity seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Department.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to LFARC, Corner of Piedmont Road and Elizabeth Street, Charleston, WV 25311. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the County separately for such delivery. The County will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the County deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the County to arrange for the return and reimburse County for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the County with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the County's location. The returned product shall either be replaced, or the County shall receive a full credit or refund for the purchase price, at the County's discretion.



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**6.5 Return Due to County Error:** Items ordered in error by the County will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

**7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**7.1.2** Failure to comply with other specifications and requirements contained herein.

**7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to County upon default.

**7.2.1** Immediate cancellation of the Contract.

**7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

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7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Tax:** Vendors shall not include federal excise tax, transportation tax, or sales tax in prices since these do not apply to the school district. The Kanawha County Board of Education will furnish tax exemption certificates, if requested. The West Virginia "Soft Drink" Tax is to be included in all bids as per the specifications.
- 8.3 Royalties and Patents:** The Vendor shall pay for royalties and patents and shall defend all suits for infringements on any patent rights, and shall save the Board harmless from loss on account thereof.
- 8.4 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.5 Reports:** Vendor shall provide quarterly reports and annual summaries to the County showing the County's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.6 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

Item No.	Drink Type	Vendor Proposed Drink Type (Brand Name)	Unit (for calculation purposes)	Cost per Case	Units per Case	Fluid Ounces per Unit	Price per Ounce	Estimated Usage (Volume in Fluid Ounces)	Item Total Cost
1	Regular Soda - Coke, Pepsi, "or equal" - 12 oz cans		1 - Case			12		1,382.4	
2	Diet Soda - Diet Coke, Diet Pepsi, "or equal" - 12 oz cans		1 - Case			12		1,382.4	
3	Citrus Flavored Soda -Mellow Yellow, Mountain Dew, "or equal" - 12 oz cans		1 - Case			12		1,382.4	
4	Lemon-Lime Flavored Soda - Sprite, Sierra Mist, "or equal" - 12 oz cans		1 - Case			12		1,382.4	
5	Cherry Blend Flavored Soda - Ribb Extra, Dr. Pepper "or equal" - 12 oz cans		1 - Case			12		1,382.4	
6	Water - Dasani, Aquafina, "or equal" - 16.9 oz bottles		1 - Case			16.9		235,653.6	
7	Water - Dasani, Aquafina, "or equal" - 20 oz bottles		1 - Case			20		4,800.0	
8	Regular Soda - Coke, Pepsi, "or equal" - 20 oz bottles		1 - Case			20		91,296.0	
9	Diet Soda - Diet Coke, Diet Pepsi, "or equal" - 20 oz bottles		1 - Case			20		91,296.0	
10	Citrus Flavored Soda -Mellow Yellow, Mountain Dew, "or equal" - 20 oz bottles		1 - Case			20		91,296.0	
11	Lemon-Lime Flavored Soda - Sprite, Sierra Mist, "or equal" - 20 oz bottles		1 - Case			20		91,296.0	
12	Cherry Blend Flavored Soda - Ribb Extra, Dr. Pepper "or equal" - 20 oz bottles		1 - Case			20		91,296.0	
13	Red Sports Drink - Powerade Fruit Punch, Gatoraid Fruit Punch "or equal" - 20 oz bottles		1 - Case			20		70,560.0	
14	"Blue" Sports Drink - Powerade Mountain Berry Blast, Gatoraid Cool Blue "or equal" - 20 oz bottles		1 - Case			20		70,560.0	
<b>Subtotal: Drink Items</b>									<b>5</b>

If additional products are available for the same price as indicated herein, please list those items below (this section will not be considered in the evaluation of this bid):


Monetary Incentives (This section will reduce the overall bid total)		Monetary Amount
Incentive		
"Gold" Sponsor WV Track & Field Championship		\$ 5,000.00
Middle School Track Invitational		\$ 800.00
80 Free cases of Regular Soda (12 oz cans)		\$
Other:		
Other:		
Other:		
Other:		
Sub Total: Monetary Incentives		\$ 5,800.00

<b>Grand Total</b>	<b>\$ (5,800.00)</b>
<i>(Subtotal: Drink Items - Subtotal: Monetary Incentives)</i>	

**AFFIDAVIT**

West Virginia Code §5A-3-10a states:

*No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than one thousand dollars in the aggregate.*

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name:

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor FEIN # \_\_\_\_\_