

**County of Carroll
605-1 Pine Street
Hillsville, Virginia 24343
276-730-3003
276-730-3193 fax**

Request for Proposals

**Parks & Recreation
Beverage Provider**

Issue Date: April 12, 2017

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Questions concerning proposals should be in writing addressed to:

Libby Manning
County Parks and Recreation Director

Recreation Office
129 Ballpark Road
P.O. Box 511
Hillsville, VA 24343

Phone (276) 730-3191

or

E-Mail: lmanning@carrollcountyva.org

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1.0 PURPOSE

Release Date: April 12, 2017

Proposals, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Office, Nick Rife, 605-1 Pine Street, Hillsville, Virginia 24343 until, but no later than **4:00 p.m.** Local Prevailing Time, **Wednesday, April 26, 2017** for:

PURPOSE

<p>The purpose of this Request for Proposals is to solicit sealed proposals from qualified sources to establish a contract for Beverage Services, to include but not be limited to: serving as the beverage supplier for providing full service beverage vending at Carroll County Parks & Recreation facilities; and providing exclusive drop/ship beverage concession services and full service beverage equipment at the Carroll County Parks & Recreation Department for a contract period of (2) two years. Proposals must also address specific tangibles and other benefits which the Offerors propose to offer TO the County in exchange for this exclusive opportunity.</p>

If you are an individual with a disability and require a reasonable accommodation, please notify Nick Rife (276) 730-3003, at least three working days prior to date due. To be considered, your proposal must be submitted in accordance with this Request for Proposals. Offerors shall sign this form in the space provided on the Terms and Signature Sheet (Page 15) and return proposal documents to: County of Carroll Finance Office, Carroll County Government Center 2nd Floor, 605-1 Pine Street, Hillsville, Virginia 24343. **Mark the outside of your envelope with**

" Parks & Recreation Beverage Services"

The County Reserves the right to reject any and all bids.

Proposals, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

Time is of the essence and any proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the County of Carroll Finance Office.

Nothing herein is intended to exclude any responsible Offeror, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible Offerors are encouraged to submit and their proposals are solicited.

Unless otherwise agreed to at the time of award, payment terms are Net 30.

2.0 SCOPE OF WORK

Carroll County invites qualified beverage providers (“Offerors”) to submit proposals for providing Beverage Services to the County Parks & Recreation Department or any other department of the County.

In their proposals, the Offerors shall address their general pricing and payment structures and delivery timetables for supplying beverage products, and their ability to operate, maintain and service vending machines according to manufacturers’ recommendations to insure such machines are kept in good working order, clean, sanitary and insect/pest free.

In their proposals, the Offerors shall address their ability to provide the specific services listed below:

- Beverage supplier of the following: Soda and/or sports drink & water vending machines for the Carroll County Parks & Recreation Facilities/Buildings located at 129 Ballpark Road, Hillsville, Virginia 24343. Various other general county buildings/facilities may be considered at time of proposal or at a later date.
- All necessary full service equipment required to serve either fountain or bottled beverages and Ice or Slush type products at the Carroll County Parks & Recreation Department.
- Beverage supplier for drop/ship concession services at the Carroll County Parks & Recreation Department for up to 8-9 months per year (closed in the winter months). Park includes two baseball/softball fields and also used for football field. A conservative estimate of usage per year would be approximately 1400 cases of 12 oz can soft drinks, 300 cases of 20 oz. bottled water, 360 cases of 20 oz. bottled Gatorade.

IN THEIR PROPOSALS, OFFERORS SHALL ALSO ADDRESS THE SPECIFIC TANGIBLES AND OTHER BENEFITS WHICH THE OFFEROR IS PROPOSING TO OFFER TO THE COUNTY IN EXCHANGE FOR THE OPPORTUNITY TO SERVE IN THIS CAPACITY AS THE EXCLUSIVE BEVERAGE PROVIDER.

3.1 EVALUATION OF PROPOSALS

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County’s discretion to reflect relative importance.

1. Qualifications of the Offeror. This will include: Years in business, proximity to County properties, product variety, experience with similar services and contracts, and references (see section 4.30).
2. Beverage pricing and payment terms structure and beverage delivery timetables.

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3. Specific tangibles and other benefits which the Offeror is proposing to offer the county in exchange for the opportunity to serve as the Beverage Provider for the County.

4.0 GENERAL TERMS AND CONDITIONS

4.1 APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4.2 ANTI-DISCRIMINATION:

The County does not discriminate against any faith-based organizations. By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any 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 Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

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- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.3 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal. Offerors further certify that they have not conferred on any public employee having official responsibility for this 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 was exchanged.

4.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their proposals, Offerors certify that they do not and shall not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

4.5 ANTITRUST:

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County of Carroll all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the County of Carroll, relating to the particular goods or services purchased or acquired by the County of Carroll under said contract.

4.6 CLARIFICATION OF TERMS:

If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Director of Parks and Recreation, whose name appears on the face of the solicitation **by e-mail no later than five working days before the due date.** Any revisions to the solicitation will be made only by written addendum issued by the Finance Generalist which shall be posted on the County's website at <http://www.carrollcountyva.org>

4.7 PAYMENT:

4.7.1 To Prime Contractor:

- a. Invoices for services provided shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; or the federal employer identification number (for proprietorships, partnerships, and corporations) of the Offeror.

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- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of correct invoice or delivery/completion of work, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order that are to be paid for with public funds, shall be billed by the Contractor at the contract price.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractor should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

4.7.2 To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the Exclusive contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

4.8 PRECEDENCE OF TERMS:

The General Terms and Conditions APPLICABLE LAWS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, ANTITRUST, and CLARIFICATION OF TERMS, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

4.9 QUALIFICATIONS OF OFFERORS:

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

4.10 TESTING AND INSPECTION:

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications/scope of work.

4.11 ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

4.12 CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties and signed by both parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the

number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently.

4.13 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

4.14 TAXES:

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

4.15 INSURANCE:

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §2.2-4332 and §65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - 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.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. "The County of Carroll, its officers, employees and agents" shall be named as an additional insured's and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Umbrella Liability - \$1,000,000 per occurrence.

4.16 TERMINATION BY COUNTY FOR CONVENIENCE:

- a. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:
- (1) All amounts then otherwise due under the terms of this contract,
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, County shall have no further obligations to the Contractor of any nature.
- b. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.

4.17 COUNTY'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE:

- (a) If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.
- (b) Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at his sole discretion, if he should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County

determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

- (c) Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
- (d) Upon termination of the contract, the County shall take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.
- (e) If it should be judicially determined that the County improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the County.
- (f) Termination of the contract under this section is without prejudice to any other right or remedy of the County.

4.18 ANNOUNCEMENT OF AWARD:

Following the award of a contract or decision to award a contract, the County will issue an award letter of a contract decision.

4.19 DRUG FREE WORKPLACE:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) 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 the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

4.20 NONDISCRIMINATION OF OFFERORS:

An Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the state agency, department, institution, or public body has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

4.21 AUDIT:

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

4.22 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4.23 CONTRACT DOCUMENTS:

- a. The contract entered into by the parties shall consist of the Request for Proposals; the proposal submitted by the Offeror; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the scope of work; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
- b. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
- c. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

4.24 LAWS AND REGULATIONS:

- a. The Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- b. The resulting contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the “right to work”. The Contractor and its subcontractors, if any, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project, shall comply with all of the said provisions.
- c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
- d. All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by the County of Carroll or the Commonwealth of Virginia.

4.25 WITHDRAWAL OR MODIFICATION OF PROPOSALS:

Proposals may be withdrawn or modified by written notice received from Offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

4.26 RECEIPT AND OPENING OF PROPOSALS:

- a. It is the responsibility of the Offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals as stated in the first paragraph of Section 1.0 above. Proposals received after the time designated for receipt of proposals will not be considered.
- b. The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of proposals received.

4.27 PROPRIETARY INFORMATION:

Pursuant to section 2.2-4342-F of the *Code of Virginia*, trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the Offeror shall (i) invoke the

protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

4.28 PROPOSAL ACCEPTANCE PERIOD:

Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

4.29 IDENTIFICATION OF BID/PROPOSAL ENVELOPE:

The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Offeror
Due Date
Time

Street or Box Number

City, State, Zip Code
Beverage Provider
RFP Title

The envelope should be addressed as directed in Section 1.0 of the solicitation.

Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

4.30 REFERENCES:

Offerors shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

	<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1.	_____			
2.	_____			
3.	_____			

5.0 TERMS AND SIGNATURE SHEET

BEVERAGE PROVIDER

My signature below certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP Beverage Provider. If there are any parts of the terms and conditions that this company cannot meet, I have indicated which ones on an attached page.

My signature below certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, material, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Offeror.

Complete Legal

Name of Firm: _____

Address: _____

Signature: _____

Name (type or print): _____

Official Title: _____

Date: _____ Federal Tax ID Number: _____

Telephone Number: () _____

Facsimile Number: () _____

Email Address: _____