



**Department of Purchasing**  
 100 N. Main Street, 2<sup>nd</sup> Floor  
 Suffolk, VA 23434  
 (757) 925-6762 Fax (757) 942-4333

APR 5 '22 AM 9:10  
 posted

**NOTICE OF INTENT TO AWARD**

**TO:** Cardinal Canteen  
 914 Cavalier Blvd.  
 Chesapeake VA 23323

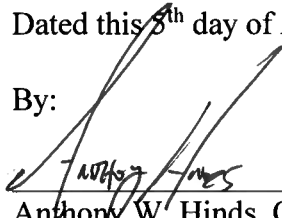
**Date:** April 5, 2022

**Topic:** Request for Proposal – Division Wide Drink Vending Contract

This notice of award is to Cardinal Canteen to provide a Division Wide Drink Vending Contract for Suffolk Public Schools on the basis of rankings from the evaluation committee. Performance of all services and pricing related to this award shall be in accordance with any addendums, clarifications, and your proposal dated June 30, 2022. If you have any questions concerning this matter, please contact me. Please return an acknowledged copy of this **NOTICE OF AWARD** to the **PURCHASING MANAGER** at the above address within ten (10) calendar days.

Dated this 5<sup>th</sup> day of April, 2022

By:

  
 \_\_\_\_\_  
 Anthony W. Hinds, CPPB  
 Purchasing Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged by:

Cardinal Canteen this the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

By \_\_\_\_\_ Title \_\_\_\_\_

Copies: Dr. John B. Gordon III, Superintendent  
 Wendy Forsman, Executive Director of Finance  
 Terry Napier, Director of Facilities

**Division Wide Drink Vending Contract  
April 5, 2022**

**TERMS OF THE AGREEMENT**

The initial term of this agreement shall begin upon the date of the award and continue through June 30, 2022 after which this agreement may be extended for four (4) additional one-year periods, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of each year, unless otherwise terminated by either party by giving written notice by May 1<sup>st</sup> of any given year. The School Board may approve a price increase for each subsequent year. The request shall be presented in writing by April 1<sup>st</sup> of each year and the cost increases shall not exceed the Consumer Price Index (CPI) as developed by the Bureau of Labor Statistics, U. S. Department of Labor, for all Urban Consumers (CPI-U) south, for the preceding calendar year. Suffolk Public Schools reserves the right to purchase additional equipment and services as needed to meet the intent of the RFP and, due to the nature of this procurement, to negotiate for additional time past expiration in order to provide for the continuation of services during the re-solicitation process should that become necessary. Suffolk Public Schools may also add, delete, or modify locations as needed for the duration of this agreement.

**COMPENSATION AND TERMS**

**For the initial term of this agreement, it is mutually agreed that the commission percentage will be 22% with no price increase for the Pepsi products.**

Cardinal Canteen will provide new machines and additional machine locations in all of our locations at no additional charge. The machines will have credit card readers.

**NONDISCRIMINATION**

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 or national origin, except where religion, sex or national origin 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.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
3. Suffolk Public Schools does not discriminate against faith-based organizations.

## **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 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 \$10,000.00, so that 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 in accordance with this chapter, 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.

## **AUTHORITY TO TRANSACT BUSINESS**

Contractor warrants that it is, and for the duration of the Agreement shall remain, authorized to transact business in the Commonwealth of Virginia.

## **COMPLIANCE WITH LAWS**

Contractor agrees to comply with all federal, state, and local laws during the duration of this agreement.

## **AVAILABILITY OF FUNDS**

A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. The School Board's extended obligations on those contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following years.

## **CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION**

The required form is filled out and is on file in the Purchasing Office

## **SUSPENSION OR DISBARMENT**

The contractor certifies that they are not suspended or disbarred. Should that status change during the duration of the agreement, the contractor will notify Suffolk Public Schools in writing. Failure to do so, may result in the cancellation of the contract and any subsequent renewals.

## **IMMIGRATION LAW**

Contractor warrants that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986



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100 N. Main Street, 2<sup>nd</sup> Floor  
Suffolk, VA 23434  
(757) 925-6762 Fax (757) 942-4333

### NOTICE OF INTENT TO AWARD

**TO:** Pepsi Beverages Company  
1194 Pineridge Road  
Norfolk VA 23502

**Date:** April 5, 2022

**Topic:** Request for Proposal – Division Wide Drink Vending Contract

This notice of award is to Pepsi Beverages Company to provide a Division Wide Drink Vending Contract for Suffolk Public Schools on the basis of rankings from the evaluation committee. Performance of all services and pricing related to this award shall be in accordance with any addendums, clarifications, and your proposal dated June 30, 2022. If you have any questions concerning this matter, please contact me. Please return an acknowledged copy of this **NOTICE OF AWARD** to the **PURCHASING MANAGER** at the above address within ten (10) calendar days.

Dated this 5<sup>th</sup> day of April, 2022

By:

Anthony W. Hinds, CPPB  
Purchasing Manager

### ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged by:

Pepsi Beverages Company this the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

By \_\_\_\_\_ Title \_\_\_\_\_

Copies: Dr. John B. Gordon III, Superintendent  
Wendy Forsman, Executive Director of Finance  
Terry Napier, Director of Facilities

**Division Wide Drink Vending Contract  
April 5, 2022**

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**COMPENSATION AND TERMS**

Will provide services as required for the schools at the agreed upon rates found in the RFP.

**NONDISCRIMINATION**

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 or national origin, except where religion, sex or national origin 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.
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