



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL**

DATE:	July 5, 2023	Updated 9/20/24
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Bottled Water and Other Beverages	
CONTRACT NUMBER:	2519A	
COMMODITY CODE:	390.91 (Water) 393.30 (Beverage, thirst quenching with electrolytes) 393.60 (Juices, not frozen) 393.77 (Soft Drinks)	
CONTRACT PERIOD:	September 1, 2024 through August 31, 2025	
RENEWAL OPTIONS:	3 additional one-year periods through 2028	
USER DEPARTMENT:	County and Schools	
Contact Name:	Pamela Butler, Jason Smith, Adam Schwartz	
Phone Number:	prbutler@henrico.k12.va.us ; smi197@henrico.us ; sch085@henrico.us	
Email Address:	804-226-5532; 804-501-4358; 804-652-1402	
HENRICO COOPERATIVE TERMS INCLUDED:	Y	
SUPPLIER: Name:	PepsiCo Beverage Sales, LLC	
Address:	1520 Willis Road	
City, State:	N Chesterfield, Virginia 23237	
Contact Name:	Jeffrey Burks	
Phone Number:	804-349-7630	
Email address:	Jeffrey.Burks@pepsico.com	
ORACLE SUPPLIER NUMBER:	564257	
BUSINESS CATEGORY:	Non-SWAM	
PAYMENT TERMS:	Net 30	
DELIVERY:	As needed and requested	
FOB:	County of Henrico	
BUYER: Name:	Porsche K. White	
Title:	Procurement Analyst I	
Phone:	804-501-5679	
Email:	whi171@henrico.us	

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

INSTRUCTIONS FOR ORDERING FROM SUPPLIER

To obtain access to order Bottled Water and Other Beverages from Pepsi Beverages Company, please contact Jeff Burks referencing this County Contract #2519A. Be sure that you are set up to purchase from the purchasing group for both Government and Schools.



COMMONWEALTH OF VIRGINIA
County of Henrico

Annual Contract for Bottled Water and Other Beverages
Contract No. 2519A
Amendment No. 1
September 4, 2024

Whereas, the County of Henrico, Virginia and School Board of Henrico County, Virginia (“HCPS”) and Pepsi Beverages Company (“Contractor”) entered into Contract No. 2519A (the “Contract”) dated May 10, 2023, to provide Bottled Water and Other Beverages when needed and requested by the County and HCPS; and,

Whereas, the original Contract term was from September 1, 2023, to August 31, 2024; and,

Whereas, the parties renewed the contract for an additional 1-year term beginning September 1, 2024 and ending August 31, 2025; and,

Whereas, the parties agreed to add additional beverage products listed in Exhibit A; and,

Whereas, and the parties agreed to combine the products listed in Appendix A for General County Government and HCPS School Nutrition Services into one list as per the attached Exhibit A; and,

Now, therefore, the parties agree as follows:

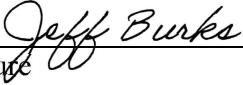
1. In the COMPENSATION section of the Contract, “Appendix” is deleted and replaced by “Exhibit.”
2. Appendix A to the Contract is deleted and replaced by Exhibit A, which is attached hereto and incorporated herein by reference
3. The Contract is hereby amended to add the following items:

DESCRIPTION	#UNITS PER CASE	PRICE PER CASE
Sparkling Water, Caffeinated, Variety of Flavors, 12 oz. can (Bubly)	24	\$11.00
Sparkling Water, Variety of Flavors, 12 oz. can (Bubly)	24	\$11.00
Sparkling Lemonade, Strawberry, with Prebiotics, 12 oz. can (KeVita)	12	\$11.00
Coffee, Cold Brew Black, Nitro, Unsweetened, 9.6 oz can (Starbucks)	12	\$32.68
Coffee, Frappuccino, Vanilla & Mocha Flavors, 9.5 oz bottle (Starbucks)	12	\$32.68
Coffee, Espresso, Variety of Flavors, 6.5 oz can (Starbucks)	12	\$32.68
Energy Coffee, Doubleshot, 15 oz. can (Starbucks)	12	\$32.68
Energy Coffee, Tripleshot, 15 oz. can (Starbucks)	12	\$32.68
Coconut Milk Beverage, Strawberry Acai, Pink Drink, 14 oz. bottle (Starbucks)	12	\$32.68
Coconut Milk Beverage, Pineapple Passionfruit, Paradise Drink, 14oz. bottle (Starbucks)	12	\$32.68
Lemonade, 12 oz. bottle (Tropicana)	12	\$17.57
Soda, Fruit Flavored, Variety of Flavors, 20 oz. bottle (Crush)	24	\$16.00
Root Beer, Zero Sugar, 12 oz. can (Mug)	24	\$16.00
Orange Soda, Zero Sugar, 12 oz. can (Crush)	24	\$16.00

2. All other provisions of the Contract remains in full force and effect.

The parties have caused this Amendment No. 1 to the Contract to be executed by the following duly authorized individuals:

Pepsi Beverages Company
1520 Willis Road
N. Chesterfield, Virginia 23237



Signature

Jeff Burks Senior Key Account Manager

Printed Name and Title

9/20/2024

Date

County of Henrico, Virginia and County School Board
of Henrico County, Virginia
P.O. Box 90775 and 3920 Nine Mile Road
Henrico, VA 23273 and Richmond, VA 23223



Oscar Knott, CPP, CPPO, NIGP-CPP, VCO
Purchasing Director

09/20/2024

Date

APPROVED AS TO FORM



Assistant County Attorney

Exhibit A
Contract 2519A – Pricing Schedule 24-25

BEVERAGE LIST			
ITEM NO.	ITEM TYPE	#UNITS PER CASE	PRICE PER CASE
BOTTLED WATER			
1	Water, 12oz. bottled Aquafina or approved equal	24	\$7.40
2	Water, 16.9 oz. bottled Aquafina	24	\$6.90
3	Water, 20 oz., bottled Aquafina	24	\$8.00
4	Purified Water with Electrolytes, 23.7 oz., bottled Lifewater or approved equal	12	\$11.15
SPARKLING BEVERAGES			
5	Sparkling Water, Caffeinated, Variety of Flavors, 12 oz. can (Bubly)	24	\$11.00
6	Sparkling Water, Variety of Flavors, 12 oz. can (Bubly)	24	\$11.00
7	Sparkling Lemonade, Strawberry, with Prebiotics, 12 oz. can (KeVita)	12	\$11.00
BOTTLED TEAS			
8	Iced Tea, Diet Green Tea, 20 oz., bottled Lipton Citrus and Berry Flavors or approved equal	24	\$16.00
9	Lipton Brisk Tea, 20 oz.	24	\$16.00
10	Lipton Brisk Pink Lemonade, 20 oz.	24	\$16.00
COFFEES			
11	Coffee, Cold Brew Black, Nitro, Unsweetened, 9.6 oz can (Starbucks)	12	\$32.68
12	Coffee, Frappuccino, Vanilla & Mocha Flavors, 9.5 oz bottle (Starbucks)	12	\$32.68
13	Coffee, Espresso, Variety of Flavors, 6.5 oz can (Starbucks)	12	\$32.68
14	Energy Coffee, Doubleshot, 15 oz. can (Starbucks)	12	\$32.68
15	Energy Coffee, Tripleshot, 15 oz. can (Starbucks)	12	\$32.68
COCONUT MILK BEVERAGES			
16	Coconut Milk Beverage, Strawberry Acai, Pink Drink, 14 oz. bottle (Starbucks)	12	\$32.68
17	Coconut Milk Beverage, Pineapple Passionfruit, Paradise Drink, 14oz. bottle (Starbucks)	12	\$32.68
BOTTLED SPORTS DRINKS			
18	Sports Drink, 20 oz., bottled (<i>minimum of 3 flavor varieties</i>) Gatorade Zero or approved equal	24	\$20.44
19	Sports Drink, 20 oz., bottled (<i>minimum of 3 flavor varieties</i>) Propel Zero or approved equal	12	\$10.00
CANNED ENERGY DRINKS			
20	Celsius Sparkling Orange, 12 oz. can	12	\$22.80
21	Celsius Fantasy Vibe, 12 oz. can	12	\$22.80
22	Celsius Sparkling Grape, 12 oz. can	12	\$22.80
23	Celsius Wild Berry, 12 oz. can	12	\$22.80
24	Mountain Dew Kickstart, 12 oz. can (variety of flavors)	24	\$16.72

BOTTLED JUICES			
25	100% Juice, 10 oz., bottled (apple, orange, fruit medley, strawberry kiwi, ruby red grapefruit, strawberry orange) Tropicana	24	\$23.77
26	Lemonade, 12 oz. bottle (Tropicana)	12	\$17.57
BOTTLED REGULAR SODAS			
27	Regular Pepsi, 12 oz. bottle	24	\$16.00
28	Regular Pepsi, 20 oz.	24	\$16.00
29	Regular Dr. Pepper, 20 oz.	24	\$16.00
30	Regular Schweppes Ginger Ale, 20 oz.	24	\$16.00
31	Regular Mountain Dew, 20 oz.	24	\$16.00
32	Soda, Fruit Flavored, Variety of Flavors, 20 oz. bottle (Crush)	24	\$16.00
BOTTLED DIET SODAS			
33	Diet Pepsi, 12 oz. bottle	24	\$16.00
34	Root Beer, Zero Sugar, 12 oz. can (Mug)	24	\$16.00
35	Orange Soda, Zero Sugar, 12 oz. can (Crush)	24	\$16.00
36	Diet Carbonated Cola Soft Drink, 20 oz., bottled (includes Diet Wild Cherry flavor) Diet Pepsi or approved equal	24	\$16.00
37	Diet Carbonated Pepper-Style Soft Drink, 20 oz., bottled Diet Dr. Pepper or approved equal	24	\$16.00
38	Diet Schweppes Ginger Ale, 20 oz.	24	\$16.00
39	Diet Carbonated Lemon-Lime Soft Drink, 20 oz., bottled Diet Mt. Dew or approved equal	24	\$16.00
40	Caffeine-Free Diet Carbonated Lemon-Lime Soft Drink, 20 oz., bottled Starry Lemon Lime Zero Sugar or approved equal	24	\$16.00
41	Diet Carbonated Raspberry Lemonade Soft Drink, 20 oz., bottled Mountain Dew Spark Zero Sugar	24	\$16.00



COMMONWEALTH OF VIRGINIA
County of Henrico

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

August 12, 2024

Jeff Burks
Pepsi Beverages Company
1520 Willis Road
N. Chesterfield, Virginia 23237

RE: Contract # 2519A – Bottled Water & Other Beverages

Dear Mr. Burks:

The County of Henrico has agreed to renew the contract with your firm to provide **Bottled Water & Other Beverages** when needed and requested. The contract period shall be from **September 1, 2024**, through **August 31, 2025**.

This contract renewal is pursuant to Invitation for Bid #23-2519-4PKW and your response on July 11, 2024. Renewal pricing will reflect first year pricing on bid for the new contract period (See Attached). All other terms and conditions of contract #2519A will remain in effect.

We look forward to working with you for another year. Should you have any questions, please feel free to contact me at (804) 501-5679 or email me at whi171@henrico.gov.

Sincerely,

Porsche K. White, VCO, VCA
Procurement Analyst I

CONTRACT # 2519A

BUYER NAME: Porsche K. White

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect. Please check one of the following:

Yes. Renew the contract for an additional one-year period at current contract pricing.

Yes. Renew the contract for an additional one-year period at new contract pricing.
(list below or attach new pricing sheet)

First Year pricing on Bid will be honored.

No. Do not wish to renew the contract. If no, please provide reason below.

Company Name: Pepsio Beverage Sales, LLC

Date: 7/11/2024

Signature: *Jeff Burks*

Title: Senior Key Account Manager

Telephone#: 804-349-7630

Email: jeffrey.burks@pepsico.com

SCC#: 11296861

I. SCOPE OF WORK/SERVICES

A. Purpose.

The intent and purpose of this Invitation for Bid (IFB) is to establish a term contract with a qualified supplier to furnish all tools, labor, equipment, and supervision necessary to provide inside delivery of bottled water and other beverages, to the County of Henrico General Government and Henrico County Public Schools School Nutrition Services (SNS) (collectively, the “County”), as needed and requested in accordance with the enclosed general terms, conditions and specifications.

B. Historical Data.

Below demonstrates the historical purchase of bottled water and other beverages for the past two fiscal years. This information is provided for informational purposes only with no guarantee to purchase a specific amount on the resultant contract from this solicitation:

Fiscal Year	2021 - 2022	2022 - 3/2023
Approximate Amount Spent	\$ 24,529	\$ 64,380

C. Cooperative Procurement.

This procurement is being conducted by Henrico County, Virginia on behalf of all other public bodies of the Commonwealth of Virginia in accordance with the provisions of 2.2-4304 of the Code of Virginia, as amended. If agreed to by the Successful Bidder, other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract at the prices set forth herein and in accordance with its terms, conditions, and specifications, subject to any modifications necessary to comply with local policy or practice to which the Successful Bidder agrees. The Successful Bidder shall deal directly with any public body it authorizes to use the resulting contract. Henrico County, Virginia, its officials, and its staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Successful Bidder and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Henrico County contract. Henrico County assumes no responsibility for any notification of the availability of the resulting contract for use by other public bodies, but the Successful Bidder may conduct such notification.

D. Specifications.

1. Beverage Specifications

Items bid that are different from the original requirements must meet or exceed original specifications to be considered as equivalent. The Successful Bidder is responsible for making sure that items submitted (including specifications) with their bid are "approved equals." All submitted items shall be from a nationally recognized brand.

- a. All beverage products must meet the specifications stated in current and/or proposed USDA federal guidelines. Therefore, a nutritional analysis of all beverage products is required and must be provided with bid submission. Failure to do so may result in your bid being considered non-responsive.

- b. Successful Bidder shall supply products in this bid that are processed, packaged, and delivered in accordance with the regulations of the Virginia Health Department, U.S. Department of Agriculture, and requirements of the Federal Food, Drug and Cosmetic Act.
 - c. All products shall be free from spoilage, contamination, deterioration, and other visible and non-visible damage.
 - d. All products shall be packaged and labeled in accordance with accepted trade practices, in sufficiently sturdy, clean, and sealed containers and wrappers.
 - e. Water, Tea and Sports Beverages: Shall be packaged in clear (not translucent) plastic bottles only. Glass packaging is not permitted.
 - f. Diet Carbonated Beverages: Shall be packaged in plastic bottles only. Glass packaging is not permitted.
 - g. All beverage products, with the exception of diet carbonated beverages, must have expiration dates of no less than six (6) months from the date of delivery. All diet carbonated beverages must have expiration dates of no less than two (2) months from the date of delivery.
 - h. All beverage products must have vending capabilities.
2. Facility Product Inspection, Testing, and Samples
- a. The County will have the right to inspect the premises, facilities, and processing methods for producing items covered by this solicitation and resultant contract.
 - b. The County reserves the right to conduct any tests or evaluations deemed necessary to determine conformance of offered product with the specification and/or conduct a sensory evaluation (e.g. student taste tasting) on the variables of flavor, color, and texture before award of bid. Standard test may be conducted for any items delivered for the purpose of insuring satisfactory contractor performance. All products in this solicitation and resultant contract will also be subject to random product testing during the term of the contract.
 - c. If requested by the County, the Bidder shall furnish samples of any bid item submitted within five (5) business days of request. Failure to submit requested samples may eliminate Bidder from further consideration. Samples shall be packed in the original container and marked 'SAMPLE' with Bid Number and Bidder's name and address. Samples will be evaluated to determine compliance with all major characteristics of indicated brand name. Samples that fail to conform to all said characteristics shall result in rejection of bid.

Samples shall be sent to the following sites:

Henrico School Nutrition Services
Director SNS
3715A Nine Mile Road
Henrico, VA 23223

Henrico County Employee Cafeteria
Attn: Adam Sharlene Ladd
4301 E. Parham Road
Henrico, VA 23273-0775

Henrico Theatre
Attn: Adam Schwartz
305 E. Nine Mile Road
Henrico, VA 23075-1837

3. No Substitutions
No substitution of products under contract will be allowed without the written approval of the Director or Assistant Director of SNS, Café 1611 Manager, and the Henrico Theatre Manager or their appointed representative.
4. Product Changes
The County shall be informed immediately of any changes to size or content of contract items. A nutritional analysis shall be provided immediately. Failure to do so may be grounds to cancel the existing contract. School Nutrition Services will make the determination if the product meets school nutrition requirements.
5. Product Recalls
 - a. The Successful Bidder shall have a Standard Operating Procedure (SOP) in place to effectively respond to food recalls. This process shall include immediate notification to the County and assurance that recalled products are identified and removed from all County sites in the most expedient manner.
 - b. The Director of School Nutrition Services, Café 1611 Manager, and the Henrico Theatre Manager must be notified by Successful Bidder within 24 hours of a product recall via phone or email. A written manufacturer's media statement explaining the recall must be provided to the Director of SNS for immediate release to HOPS.
 - c. The Successful Bidder shall either issue a credit or deliver a comparable substitute at the discretion of the County's authorized representatives.
 - d. All costs associated with the product recall, which include, but are not limited to transportation and handling costs, may be borne by the Successful Bidder and are not the responsibility of the County.

6. No Sub-Contract Services

The Successful Bidder shall not sub-contract any services, deliveries, or other responsibilities set forth in this IFB.

7. Product Shortages/Poor Performance

Poor performance, including frequent product shortages without justification, inferior products, and inferior service/delivery may be grounds for the potential termination of contract.

E. General Requirements.

1. The Successful Bidder shall be a firm regularly engaged in the sale of bottled water and other beverages.
2. The Successful Bidder shall be a full-line distributor and have a stocking warehouse for all specified products. A stocking warehouse shall be defined as a facility that has storage on premises for bottled water and other beverage products.
3. The Successful Bidder shall have a Hazard Analysis and Critical Control Point (HACCP) plan available upon request.
4. If product is produced in a facility in which peanut or tree nut products are also manufactured, the County requires a manufacturer's statement detailing Bidder's Standard Operating Procedure (SOP) to prevent cross-contact.

F. Orders and Deliveries.

The Successful Bidder shall furnish and provide inside delivery of bottled water and other beverages, to County locations as listed on Attachment G. During the contract period, the County may add additional locations. The Successful Bidder shall notify County of Henrico representatives immediately if there is an issue with delivery. There shall be no deliveries on Saturday, Sunday or the County holidays (New Year's Day, President's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day).

- a. Exact Brand: Items delivered to the County shall be the exact brand and item as listed on the Successful Bidder's Bid Form.
- b. Inferior Product: If any delivered product is found to be inferior or is not the original product bid; the Successful Bidder will be given notice to pick up the product and issue credit to SNS, Café 1611, and the Henrico Theatre. The County reserves the right to terminate the contract for said product.
- c. No Additional Charges: No added delivery or fuel charges shall be allowed under this contract.

d. Individual Orders: County designated representatives will place individual orders directly with the Successful Bidder and shall provide electronic order submissions to the Successful Bidder through either a PDF, CSV or EDI file. This file shall be sent directly to the Successful Bidder via a vendor-hosted FTP service or E-Mail submission. County designated representatives will work with Successful Bidder to ensure the file matches the Successful Bidder's formatting requirements.

e. Deliveries

Henrico County Public Schools: Deliveries shall be weekly between the hours of 7:00 AM and 2:00 PM. There will be no Saturday, Sunday, or HCPS holiday deliveries. Deliveries made during weeks that include HCPS holidays shall be coordinated with the SNS Manager. HCPS delivery locations are provided in Attachment G.

Henrico County Employee Café: Deliveries shall be weekly Monday through Friday between the hours of 7:00 a.m. and 11:00 a.m. with product to be placed in a kitchen location designated by the Manager.

Henrico County Employee Cafeteria
4301 E. Parham Road
Henrico, VA 23273-0775

Henrico Theatre: Deliveries shall be weekly, Monday, Wednesday, Friday between the hours of 9:00 a.m. and 4:00 p.m., or Tuesday between the hours of 9:00 a.m. and 2:00 p.m. with products to be placed in the designated food and drink storage closet.

Henrico Theatre
305 E. Nine Mile Road
Henrico, VA 23075-1837

f. Deviation to Delivery Schedules: Any deviations to the delivery schedules by the Successful Bidder shall require written approval by the County designated representatives.

g. Delivery Unfulfilled: Should there be any issue with not fulfilling orders on normal delivery days; the Successful Bidder shall notify the County designated representative by email no later than designated delivery date that the products will not be there for whatever reason. The Successful Bidder must also confirm that special delivery will be made the next day.

1. Out- of- Stock: It is the responsibility of the Successful Bidder to notify the County designated representative of out-of-stock items at least twenty-four (24) hours in advance and offer an approved substitute.

2. Late Deliveries: When late deliveries are expected for any reason, the Successful Bidder must contact the County designated representative and all schools affected either by phone or email. Persistent failure to meet delivery

schedules is grounds for cancelling the contract.

- h. Delivery Days: Successful Bidder shall provide at the beginning of the contract the County designated representative a schedule of specific delivery days.
- i. HCPS Calendar: SNS shall provide an HCPS school calendar to the Successful Bidder. It is the responsibility of the Successful Bidder to make delivery adjustments for inclement weather, school closings and delays.
- j. Summer Program: Successful Bidder should anticipate and plan for beverage deliveries associated with the Summer Program which is administered from June through August each calendar year. Delivery schedules associated with the Summer Program will be coordinated with the SNS office. Summer schedule is Monday through Thursday from 7 AM until Noon.
- k. Delivery Vehicles: The Successful Bidder shall deliver all products in vehicles which are maintained in sanitary condition.
- m. No Deliveries Before 7 am: Deliveries shall not be made before 7:00 AM and no products shall be left outside the kitchen (i.e., by the door or on the loading dock). County designated representatives will not accept responsibility for items that are damaged or missing when left outside, nor will they accept responsibility for payment if any items are delivered and the delivery ticket is not signed by authorized County personnel.
- n. Deliveries Received: Only County of Henrico authorized representatives shall check and sign for deliveries of all beverages. Unauthorized personnel including custodial staff shall not sign for delivery of products. The County will not accept responsibility for deliveries signed by unauthorized personnel.
- o. Delivery Ticket/Invoice: The Successful Bidder shall leave two (2) copies of the delivery ticket/invoice with County of Henrico authorized representatives when deliveries are made to the specified location. Delivery drivers shall sign or initial each delivery ticket/invoice after all items are delivered to the specified location.
- p. Driver Signature on Shortages/Returns: Delivery drivers are required to sign or initial each delivery invoice if changes are made regarding shortages or returns.
- q. Unapproved Goods: The County has the right to refuse any products delivered to the designated County locations that have not been approved or ordered by County of Henrico authorized representatives prior to delivery. Delivery of non-approved items will be returned at the expense of the Successful Bidder.
- r. School Locations: A list of schools and their addresses has been provided in Attachment G.
- s. Damaged Products: The Successful Bidder shall not leave any products outside the kitchen, by the door or on the loading dock, etc. of any County locations. The County

will not accept responsibility for damaged or missing products left outside or deliveries of products with delivery tickets/invoices not signed by County of Henrico authorized representatives. Products delivered damaged shall be exchanged (picked up from the County location and replaced by the Successful Bidder by the next business day or their value credited). Product credits shall be indicated on the delivery ticket/invoice via credit memo. Credit memos shall be sent to the main office of the location.

- t. **Expired Products:** Products delivered with expiration dates less than six (6) months from date of delivery shall be rejected. If items expiring less than six (6) months from the date of delivery are inadvertently accepted, the Successful Bidder shall be notified, and the product shall be exchanged (picked up from the County location and replaced by the Successful Bidder the next business day or their value credited to the main office location.)
The only exception is for diet carbonated beverages. Diet products delivered with expiration dates less than two (2) months from date of delivery shall be rejected. If items expiring less than two (2) months from the date of delivery are inadvertently accepted, the Successful Bidder shall be notified, and the product shall be exchanged (picked up from HCPS and replaced by the Successful Bidder the next business day or their value credited to SNS). Product credits shall be indicated on the delivery invoice. Credit memos shall be sent to the main office of SNS.
- u. **Failure to Comply:** Failure to deliver items when ordered, to the location ordered, and according to the conditions set forth herein shall result in the purchase(s) being made at locally available sources with the difference between the contract price and the price actually paid, being charged to the Successful Bidder. Such sums may be deducted from funds already due the Successful Bidder.
- v. **Unit Price Adjustments:** An adjustment to unit prices shall be made for any item that has been decreased in individual serving size. Adjustment shall be made according to the per ounce price. Any price increases due to unforeseen circumstances incurred to the County shall be the result of actual increased cost passed from the manufacturer to the supplier excluding any additional profits to the supplier. Proof of such increases from the manufacturer will be required before adjustments are considered for approval by the County designated representatives for specified contract items. Price increases shall be in accordance with Part II, General Terms and Conditions, Section J.
- w. **Slow Moving Products:** The County designated representatives will, over the course of the contract, determine how to reduce or eliminate slow moving items.

G. Invoicing and Billing Requirements.

- a. **Monthly Billing Statements:** The Successful Bidder shall provide monthly statements for the County no later than the fifth of each month or the first business day after the fifth of each month. At a minimum, the statements shall include the contract number, delivery ticket/invoice number, order number, credit memo (if

applicable), a summary of the total quantity purchased, unit of measure, unit cost, and total by County location. School locations should be listed in alphabetical order. The Successful Bidder's monthly statement shall support the information listed on the individual delivery tickets/invoices.

- b. Multiple Contracts: If the Successful Bidder has multiple contracts with the County or HCPS, statements must be prepared separately and shall not be combined. All agencies involved shall receive invoices independent of the other agencies.
- c. Non-Contract Items: The County agrees to only pay the contract price for items listed on the contract for all contract items. If during the life of the contract non-contract products are requested, the Successful Bidder must first obtain permission from the designated County representative before delivery of the products. If permission is not granted, the County will not take financial responsibility for the products.
- d. Incorrect Billing: The County will check the Successful Bidder's monthly statements against the delivery tickets/invoices to verify all charges. If the Successful Bidder doesn't provide monthly statements as requested, or if any discrepancy is discovered, the County reserves the right to return such statements to the Successful Bidder. Payment shall not be made until corrected statements are received by the County.
- e. Usage Report: Upon request, the Successful Bidder shall supply the County with a current product-usage report that will provide monthly and year-to date usage of individual products. For School Nutrition Services, individual product usage by school location is preferable. The Employee Café and Theatre shall be provided their own usage reports.
- f. Billing Address: Monthly statements and credit memos referencing the contract number and order number shall be sent to the following:

Henrico County School Nutrition Services
Accounts Payable
3751A Nine Mile Road
Henrico, VA 23223

Café 1611/Employee Café
P. O. Box 90775
Henrico, VA 23273-0775

Henrico Theatre
P. O. Box 90775
Henrico, VA 23273-0775



COMMONWEALTH OF VIRGINIA
County of Henrico

Goods Contract
Contract No. 2519A

This Goods Contract (this "Contract") entered into this 10th day of May 2023, by the County of Henrico, Virginia and County School Board of Henrico County, Virginia (collectively, the "County") and Pepsi Beverages Company, a Virginia stock corporation, and its successors it assigns (the "Contractor").

SCOPE OF CONTRACT: The Contractor shall furnish all materials, equipment, and labor necessary to provide inside delivery of Bottled Water and Other Beverages to the County as set forth in the Contract Documents.

COMPENSATION: The compensation the County will pay to the Contractor under this Contract is in Appendix A.

CONTRACT TERM: The Contract term shall be for a period of one year beginning September 1, 2023, and ending August 31, 2024. The County may renew the Contract for up to 4 additional one-year terms by giving 30 days' written notice before the end of the term unless Contractor has given the County written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Goods Contract between the County and Contractor.
2. Invitation for Bid No. 23-2519-4PKW, dated April 14, 2023 (as modified by any addenda).
3. The Contractor's bid dated May 1, 2023.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

Pepsi Beverages Company
1520 Willis Road
N. Chesterfield, Virginia 23237

County of Henrico, Virginia / County School
Board of Henrico County, Virginia
P.O. Box 90775 / P.O. Box 23120
Henrico, VA 23273-0775 / 23223

Signature Jeff Burks

Signature Oscar Knott

Jeff Burks
Printed Name and Title

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

5/22/2023
Date

05/24/2023
Date

APPROVED AS TO FORM

Stephen M. Brown 5/17/23

ASSISTANT COUNTY ATTORNEY