

Contract for Beverage Coffee Services

This contract (the "Contract") is effective as of June 1, 2021, by and between the Board of Commissioners of Lowndes County, Georgia (the "County") and Variety Vending and Coffee Services, ("Vendor"),

W I T N E S S E T H

WHEREAS, Vendor is in the business of supplying beverage coffee and related products and services; and

WHEREAS, Vendor wishes to provide to the County, and the County wishes to purchase from Vendor, certain beverage coffee and related products and services in each case for use in County offices and on the terms and conditions set forth in this Contract; and

NOW THEREFORE, the County and Vendor agree as follows:

1. **Products to be Supplied; Price.** Vendor will provide beverage coffee ("Coffee") and related products and services to the County, and the County will pay Vendor for such Coffee and related products and services based on the price schedule, all as set forth on the attached Exhibit A which is incorporated by this reference.
2. **Product Specifications.** The Coffee that Vendor supplies to the County shall be fresh and sanitary _____ brand coffee that is fit for human consumption. Vendor shall also supply coffee machines designed to brew the Coffee that Vendor supplies and which coffee machines have a warming burner(s) designed to keep the coffee hot in a coffee pot. A Coffee brewing machine shall be installed and maintained by Vendor at its expense at each of the locations set forth on the attached Exhibit "B" which is incorporated by this reference. Each Coffee brewing machine shall be accompanied by at least three (2) coffee pots designed to work with the machine and its warming burner(s). Vendor shall thoroughly clean each Coffee brewing machine at least once per month at its installation location, and shall replace the Coffee pots at least once every three months. Such Coffee brewing machines and pots shall remain the property of the Vendor who shall be responsible for their maintenance and replacement if needed, and which shall be promptly removed from the County locations upon termination of this Contract. Vendor shall on a biweekly delivery basis supply a reasonably sufficient quantity of Coffee and related supplies (e.g., sweeteners, cups, coffee filters, stirrers, and creamer) to each coffee machine at the locations set forth on Exhibit "B" so that as a result of such biweekly delivery there is then a supply of such Coffee and related supplies readily available for use with such coffee machine until the next biweekly delivery. Additionally, Vendor shall deliver within one (1) business day of the County's request to any coffee machine location such additional Coffee and related supplies upon the County's notification to Vendor that such coffee machine is without the requested items.
3. **Term.** The term of this contract shall commence June 1, 2021 and end May 31, 2022.

4. Option to Renew. The County may renew this contract for a second one-year term by giving notice of renewal to Vendor at least forty-five (45) days prior to the end of the initial one-year term of this Contract. The County may renew this contract for a third one-year term by giving notice of renewal to Vendor at least forty-five (45) days prior to the end of the second one-year term of this Contract.
5. Right to Terminate.
 - a. Either party may terminate this Contract at any time for any or no reason by giving written notice of such termination to the other party to this Contract. If either party gives such notice of termination, this Contract shall be terminated effective thirty (30) days from the other party's receipt of such notice of termination.
 - b. The County shall have the right to terminate this Contract immediately at any time by written notice to Vendor in the event of a breach by Vendor of its obligations hereunder.
 - c. This Contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Contract.
 - d. In addition to the other termination provisions of this Contract and notwithstanding anything in this Contract to the contrary: This Contract shall terminate absolutely and without further obligation on the part of Lowndes County at the close of such calendar year in which it was executed and the close of each succeeding calendar year during any renewal term of the Contract; provided, however, this Contract shall thereupon automatically renew for the remainder of such initial or renewal term (but not longer than the next close of a calendar year occurring in such initial or renewal term) unless positive action to terminate this Contract is taken by the Lowndes County Board of Commissioners within thirty (30) days prior to such close of the calendar year, such action being Lowndes County's electing to terminate this Contract and giving written notice of such termination to Vendor.
 - e. In the event of termination of this Contract, the County's liability to Vendor shall be limited to payment for the Coffee and related products and services actually furnished to the satisfaction of the County prior to such termination; provided, however, and notwithstanding the foregoing, title to any supplies, materials, equipment, or other personal property shall remain in Vendor until fully paid for by the County.
7. Status of Vendor.

It is mutually agreed that Vendor and its employees are independent contractors, not employees or agents of the County, and as such are solely responsible for payment of all federal, state and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Contract or receipt of compensation therefore. Vendor agrees to indemnify and hold the County harmless from

and against any federal, state or local tax liability or penalties that may arise from the payments made to Vendor pursuant to this Contract. Vendor acknowledges that neither it nor its employees are eligible for any benefits provided by the County to its employees and have not been promised any future employment with the County.

8. Prohibition of Assignment and Subcontracting.

No rights under this Contract may be assigned by Vendor and no obligations of Vendor may be assumed by any person other than Vendor without the prior express written approval of the County.

9. Indemnity.

Vendor agrees to fully exonerate, indemnify, defend and save harmless the County, its commissioners, employees or agents, from and against any and all suits, actions, claim, demands, liens, losses, damages, fines, judgments or decrees, and any expenses in connection with such, including, without limitation, attorneys' fees and costs of any settlement, based upon or arising out of:

- a. the violation of any statute, ordinance or regulation by Vendor, its employees, subcontractors and agents;
- b. any claim that Vendor is not an independent contractor or that any employee of Vendor is not an employee of Vendor;
- c. any other willful or negligent act or omission of Vendor, its employees, subcontractors or agents, arising from or in connection with this Contract; or
- d. breach or violation of this Contract by Vendor, its employees, subcontractors or agents.

10. Waiver.

Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the other party to whom such compliance is owed. Absent such written waiver, no forbearance or other failure to insist on prompt compliance with any obligation, agreements or conditions hereunder shall be deemed to constitute a waiver of the rights of the party to whom compliance is owed.

11. Notices.

All notices required or permitted hereunder shall be given in writing and (a) personally delivered to the other party (b) sent postage paid by certified mail, return receipt requested, (c) sent by receipted overnight delivery service, or (d) sent by confirmed facsimile with confirming copy via regular U.S. mail, to the other party at the following address:

To Vendor:

Attn: _____

Telephone: _____

Fax: _____

To the County:

Lowndes County, GA

P. O Box 1349

Valdosta, GA 31603

Attn: County Manager

Telephone: 229/671-2400

Fax: 229/245-5222

12. Entire Agreement.

This Contract represents the full and final understanding between the parties hereto and merges and supersedes any and all other promises, understandings or agreements with respect to the subject matter hereof. It may only be modified by a written instrument signed by both parties and expressly referring to this contract.

13. Severability.

If any provision of this Contract is held illegal or unenforceable by any court of other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this Contract and shall not affect or impair the validity or enforceability of the remaining provisions of this Contract.

14. Applicable Law.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Georgia, excluding its provisions regarding conflicts of laws.

15. Government Laws and Regulations.

Vendor certifies that it shall comply with, and will do all things necessary for the County to comply with, all laws, rules and regulations applicable to the provision of beverage Coffee products and services, including (to the extent applicable to Vendor), but not limited to, Title VII of the Civil Rights Act of 1964 the Americans with Disabilities Act, the Federal Rehabilitation Act and the Age Discrimination in Employment Act.

16. Georgia Illegal Immigration Reform and Enforcement Act. Exhibit "C" attached hereto and entitled, "Contract Addendum - Georgia Illegal Immigration Reform and Enforcement Act," is an integral part of this Agreement, the terms and conditions of which shall be performed and carried out by the parties.

It is so agreed, effective as of June 1, 2018.

Board of Commissioners of Lowndes County

By: _____

Bill Slaughter, Chairman

Coffee Company:_____

By: _____
 , President

EXHIBIT A

Product and Service Price Schedule

- | | | |
|-----|--|----------------------|
| 1. | Monthly rental fee for each Coffee brewing machine with pot burner(s) (including 2 coffee pots per machine) - | No additional charge |
| 2. | Set-up/deposit fee for each Coffee brewing machine and accompanying coffee pots - | No additional charge |
| 3. | Each box of caffeinated Coffee
(1.5 oz. packet size)
(Highland Estates)
(40 packets per box) - | \$ _____ |
| 4. | Each box of decaffeinated Coffee
(1.5 oz. packet size)
(Lighthouse Gourmet Houseblend)
(40 packets per box) - | \$ _____ |
| 5. | Each box of coffee filters (50 filters/box) - | \$ _____ |
| 6. | Each box of plastic coffee stirrers (1000 stirrers/box) - | \$ _____ |
| 7. | Each 20oz. canister of pure sugar designed for use in coffee beverages - | \$ _____ |
| 8. | Each box – Sweet-N-Low (pink) artificial sweetener (100 pks/box) – | \$ _____ |
| 9. | Each 12oz. canister of coffee beverage non-dairy creamer - | \$ _____ |
| 10. | Each box of 12oz. flat styro-foam cups designed for use with coffee and other hot beverages (1000 cups/box) - | \$ _____ |
| 11. | Per delivery fee for Coffee and related supplies to each site - | No additional charge |

The above prices are for the initial one (1) year term of the Contract, with such prices to increase _____ percent in the 1st renewal term of the Contract.

The above prices are for the initial one (1) year term of the Contract, with such prices to increase _____ percent in the 2nd renewal term of the Contract.

EXHIBIT B

Locations of County Sites for Coffee Brewing Machines and Periodic Deliveries

Coffee Brewing Machine Locations (the County will notify Vender of any additions, deletions or other changes to these buildings or locations). One machine per location at a building, unless otherwise shown.

1. Lowndes County 911 Center
1515 Madison Hwy.
2. Lowndes County Animal Shelter
337 Gil Harbin Blvd.
3. Lowndes County Governmental Building
Tax Commissioner (*Offices on 1st and 2nd floors*)
Tax Assessors (*Offices on 1st and 2nd floors*)
300 N. Patterson Street
4. Lowndes County Judicial & Administrative Complex – Judicial Side
Clerk of the Court – *1st floor*
Magistrate Court - *2nd floor*
Probate Court - *2nd floor*
Solicitor - *3rd floor*
State Court Judges Office - *4th floor*
Superior Court Jury - *4th floor*
Superior Court Jury – 5th floor
327 N. Ashley Street
5. Lowndes County Judicial & Administrative Complex – Administrative Side
HR/Utilities Breakroom – *1st floor*
Engineering Breakroom – *2nd floor*
Commissioners Breakroom – *3rd floor*
Utilities Lake Park – (Coffee brewing machine to be installed and cleaned
and serviced at this location; deliveries of Coffee and related supplies to be
left with Utilities Dept. at Administrative side of County Judicial and
Administrative Complex)
327 N. Ashley Street
6. Lowndes County Public Works
550 Gil Harbin Ind. Blvd.
Valdosta, GA 31601

7. Lowndes County Board of Elections
2808 N. Oak Street
Valdosta, GA 31602
8. Lowndes County Fire Department
2981 Hwy 84 East
Valdosta, GA 31606
9. Lowndes County Sheriff's Office
Lowndes County Jail
120 Prison Farm Road
Valdosta, GA 31601
10. Lowndes County Sheriff's Office Annex
562 Gil Harbin Industrial Blvd.
Valdosta, GA 31601
11. Lowndes County EMA
250 Douglas St.
Valdosta, GA 31601
12. Lowndes County Probation
601 N. Lee St.
Valdosta, GA 31601

EXHIBIT “C”

STATE OF GEORGIA

CONTRACTOR AFFIDAVIT AND AGREEMENT

The undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Contractor as follows:

1.

By executing this Affidavit, the undersigned verifies the compliance of the Contractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the “Act”) and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the “GDOT Rules”), stating affirmatively that the individual, firm, or corporation which is contracting with the Board of Commissioners of Lowndes County, Georgia (“Lowndes County”) has registered with, is authorized to use, is using, and will continue to use throughout the contract period, a Federal Work Authorization Program* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).

2.

The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the Contract with Lowndes County of which this Affidavit is a part, the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor’s execution of the subcontractor affidavit the Act and the rules and regulations thereunder. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such Affidavit and verification to Lowndes County within five (5) business days after the subcontractor(s) is retained to perform such service. The Affidavit from each subsequent contractor shall include the subcontractor’s (or sub-subcontractor’s) name and address, E-verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div>Contractor’s E-verify/Federal Work Authorization Company Identification Number</div>	<div><u>Coffee Service</u> _____ Name of Project</div> <div>Lowndes County <u>Board of Commissioners</u> _____ Name of Public Employer</div>
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div>Date of Authorization (Date Number Obtained)</div>	

[Signatures continue on following page]

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT, AND AGREE TO THE FOREGOING FOR AND
ON BEHALF OF THE CONTRACTOR.

BY: Authorized Officer or Agent of Contractor

Date

Contractor's Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent of Contractor

Contractor's Address

Sworn to and subscribed before me

This ____ day of _____, 20__

Notary Public

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, commonly known as E-Verify.