

**FAUQUIER COUNTY AND FAUQUIER COUNTY SCHOOL BOARD**

**Political subdivisions of the Commonwealth of Virginia**

**Contract #CR14-22jcc**

**Fruit and/or Smoothie**

**(Trident Beverage, Riding New Kent County Public Schools Nutrition Department on behalf of Southside Food Co-Operative ("SSFCO") School Divisions (Bid 18-098-001))**

This Agreement is made and entered into this 26th day of August, 2021, by Fauquier County and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, collectively referred to as "Owner" (such reference is for the matter of convenience only) and Trident Beverage, Inc., having its principal place of business at 16810 Barker Springs Road, Suite 216, Houston, TX 77084, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall furnish and deliver products as specified in Attachment B Pricing Schedule to Fauquier County and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia to the following schools on a monthly basis:

**Fauquier High School: 705 Waterloo Rd., Warrenton, VA 20186**

**Kettle Run High School: 7403 Academic Ave, Nokesville, VA 20181**

**Liberty High School: 6300 Independence Ave, Bealeton, VA 22712**

**COMPENSATION:** The Owner will pay and the Contractor will accept in full consideration for the performance during the contract term the fees as set forth in Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech" dated 1/22/2021, incorporated by reference.

**INSURANCE:** By signing this contract, the Contractor agrees they will have the insurance coverage specified on the attached Insurance Checklist at the time the contract commences. Additionally, the Contractor certifies that it will maintain all required 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. The Contractor shall furnish the Certificate of Insurance for the coverage required within five business days of full contract execution and shall continue to provide compliant insurance certificates throughout the term of the contract.

**CONTRACT PERIOD:** Aug 16, 2021 through Aug 16, 2022, with an option of two (2) one (1) year renewal options.

The contract documents shall consist of and are listed in order of priority:

- (1) This signed Agreement, Exhibit A and Exhibit B, Insurance Checklist, and Certification of No Crimes Against Children;
- (2) IFB # 18-098-001 dated April 10, 2018; herein by reference
- (3) Contractor's Bid Response dated April 20, 2018 incorporated herein by reference;

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

**Trident Beverage, Inc.**

**Fauquier County and the Fauquier**

**County School Board, political subdivisions  
Of the Commonwealth of Virginia**

By: JEREMY STREET

By: Kathy Stanley  
Kathy Stanley, CPP, CPPB

Title: NC TERRITORY MANAGER

Title: Interim Procurement Manager

Date:

Date: Sept 1, 2021



**Fauquier County Public Schools**  
**and**  
**Fauquier County**

**CERTIFICATION  
OF  
NO CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

TRIDENT BEVERAGE INC.  
Company Name

\_\_\_\_\_  
Contract # and Title

16810 BARKER SPRINGS STE 216  
Company Address HOUSTON, TX 77084

(800) 890-0455  
Company Phone Number

JEREMY STREET  
Print Name of Authorized Representative

NC TERRITORY MANAGER  
Authorized Representative Title

[Signature]  
Authorized Representative Signature

8-27-21  
Date

**RETURN THIS FORM EITHER WITH BID/ PROPOSAL SUBMISSION OR  
TO CONTRACT ADMINISTRATOR PRIOR TO ANY WORK ON PROPER**



**DIVISION OF RISK MANAGEMENT  
INSURANCE CHECKLIST**

Items marked "X" are required to be provided if award is made to your firm.



Required	Coverage Required	Limits (figures denotes	minimum)
X		1. Statutory Limits Commonwealth Yes	of the of VA
	1. <b>Workers' Compensation and Employers' Liability; Admitted in Virginia</b> Employers' Liability \$100,000/\$500,000/\$100,000 All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or Better or its equivalent	Statutory Statutory	
X	2. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or Better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence	
X	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or Better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)	
—	4. <b>Prof. Errors and Omissions</b> Best's Guide Rating-A-VIII or Better or its equivalent	4. \$1,000,000 (CSL) Each Claim	
—	5. <b>Garage Liability</b>	5. \$1,000,000 CSL Each Occurrence	
—	6. <b>Garage Keeper's Legal Liability</b> Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor	
—	7. <b>Umbrella Liability</b> Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000	
X	8. <b>Other Insurance:</b>		
	9. <b>Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured</b> (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)		
X	10. <b>The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.</b>		
X	11. <b>The Certificate must state Bid/RFP/Contract No. and Bid/RFP/Contract Title</b>		
X	12. <b>Contractor shall submit Certificate of Insurance within five (5) business Days from notification of award, and shall provide updated Certificates for the duration of the contract.</b>		

**OFFEROR STATEMENT**

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

TRIDENT BEVERAGE INC.  
FIRM  
Julius Smith  
SIGNATURE

Revised 4/4/13, Proc/HIR

**RETURN THIS PAGE**