



## COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201  
(703) 792-6770 Metro 631-1703, Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT  
Purchasing

CONTRACT: 10040BA4

SUBJECT: Cold Storage Services and Delivery of Second Market Food Products

Between:

PRINCE WILLIAM COUNTY  
1 COUNTY COMPLEX COURT (MC460)  
PRINCE WILLIAM, VA 22192-9201

703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

Stanley Foods  
9001 East Hampton Drive  
Capitol Heights, MD 20743

Telephone #: 301-336-4600  
Fax #: 301-336-0239

This Contract is entered into this 1st day of December, 2009, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified above for supplies and/or services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

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**SECTION I**  
**SPECIAL PROVISIONS**

**I.1 Definitions**

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the requesting agency identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Requesting Agency" for the purpose of this Contract shall mean Prince William-Manassas Regional Adult Detention Center. Other Prince William County agencies may utilize the contract.

"Contract Administrator" assigned to administer this Contract for the County is John Henry, Director of Financial Services.

"Contractor" shall mean:

Stanley Foods  
9001 East Hampton Drive  
Capitol Heights, MD 20743

Telephone #: 301-336-4600  
Fax #: 301-336-0239

whose authorized representative is Lou Martini, President, who is responsible for the performance obligation of the Contractor under this Contract.

**I.2 Incorporation of Documents**

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Bid Response dated September 10, 2009.
2. County's Solicitation number IFB100010 entitled Cold Storage Services and Delivery of Second Market Food Products and dated September 3, 2009.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: IFB100010. This Contract shall take precedence over all the documents referenced above.

**I.3 Contract Period**

The contract period shall be for one-year from December 1, 2009. The County shall have the option to renew the Contract for four (4) additional one-year periods, contingent upon availability of funds for the purpose and the needs of the County.

**I.4 Provision of Supplies and/or Services**

The Contractor hereby agrees to provide cold storage services and delivery of second market food products to the Prince William-Manassas Regional Adult Detention Center (PWMRAD) as described herein and further outlined in the Scope of Work, attachment A. The Scope of Work, attachment A, shall take precedence over the documents set forth in Provision I.2, Incorporation of Documents, in the event of inconsistency.

**I.5 Contract Amount**

In return for the supplies and/or services identified herein, and subject to the "Termination for Non-Appropriation of Funds" clause, the County shall compensate the Contractor at the following rates:

Item No.	Description	Indicate Percentage Mark Up
1	Percentage Mark Up for all Second Market Food Products shipped to Contractor	<u>9.45%</u>
2	Percentage Mark Up for Second Market Food Products Drop Shipped to Prince William-Manassas Regional Adult Detention Center (PWMRAD)	<u>4.00%</u>

**I.6 Placement of Orders**

A County Purchase Order, which may be accompanied by a Task Order or a Work Order, shall be issued to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated.

**I.7 Subcontractors**

Contractors desiring to utilize subcontractors on County jobs must receive prior written County approval to do so before subcontractors perform any services for the County.

**I.8 Delivery of Goods**

Deliveries shall be F.O.B. destination, freight fully prepaid and allowed in Prince William County. No collect shipments will be accepted. Deliveries shall be made between 8:30 A.M. - 12:00 P.M., on Thursdays, less established County holidays, unless otherwise approved by the County. Inside delivery required unless otherwise specified.

The Contractor shall give 48 hour advance delivery notice to the requesting agency for deliveries that require unloading assistance from the County and/or for deliveries made to County job site locations.

All shipments/deliveries shall be accompanied by packing slips or delivery tickets, which shall contain the following information for package or load.

Contractor's Name and Address  
Contract Number  
Purchase Order Number  
Task Order Number/Work Order Number, if applicable  
Goods Ordered  
Goods Delivered (article/quantity/date)  
Goods Back Ordered

Failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

**I.9 Time of the Essence and Completion**

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

**I.10 Insurance**

The Contractor shall maintain insurance in an amount and form as set forth in IFB100010

**I.11 Invoicing and Payments**

Contractor's invoices shall be submitted to the "Invoice To" address as reflected on the County's Purchase Order.

The Contractor shall submit detailed invoices listing the goods and/or services provided to the County.

As a minimum, invoices shall reflect the following:

Contractor's Name and Address  
Contract Number  
Purchase Order Number  
Task Order Number/Work Order Number, if applicable  
Date Goods and/or Services were provided  
Receipts and/or Delivery Tickets, if applicable

The County shall make payment to the Contractor, net 30 days and may accept prompt payment discounts if offered, after receipt of an acceptable invoice and the requested goods and/or services have been received and accepted by the County.

**I.12 Inspection and Acceptance**

Goods and/or services (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products and work performed) shall be subject to inspection and testing by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

In case goods are defective in material or workmanship or otherwise not in conformity with the County's requirements, the County shall have the right either to reject them (with or without instructions as to their

disposition) or to require their correction. Goods which have been rejected or required to be corrected shall be removed or, if permitted or required by the Purchasing Manager, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails to promptly remove such goods that are required to be removed or replaced or to correct such goods, the County either 1) may by Contract or otherwise replace or correct such goods and charge to the Contractor the cost occasioned the County thereby; or 2) may terminate the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects or replaces such goods within the specified delivery schedule, the Purchasing Manager may require the delivery of such goods to be provided at a reduction in price that is equitable under the circumstances.

Any and all services provided shall be conducted and completed in accordance with recognized and customarily accepted industry practices, unless otherwise specified by the County, and shall be considered complete when the services are approved as acceptable by the County's Contract Administrator or its designee. In the event of rejection of any services provided, the Contractor shall be notified and shall have 5 days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

### **I.13 Law Compliance**

The Contractor shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations relating to this procurement.

### **I.14 Tax Exemption**

Prince William County Government is exempt from the payment of any Federal excise or Virginia sales tax. However, when under established trade practice any such tax is included in bidders list price, the bidder shall bid the list price and shall show separately the amount of tax as a flat sum that will not be paid by the County.

### **I.15 Rider Clause**

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

**SECTION II**  
**GENERAL PROVISIONS**

**II.1 Assignability of Contract**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

**II.2 Modifications or Changes to the Contract**

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

**II.3 Employment Discrimination for Contracts Over \$10,000**

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, 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.

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 over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

#### **II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00**

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 over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose 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 this Contract.

#### **II.5 Claims/Disputes**

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

## **II.6 Termination for Convenience of the County**

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
  - a. Cost of work performed or supplies delivered;
  - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
  - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

## **II.7 Termination for Default**

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

## **II.8 Termination for Non-Appropriation of Funds**

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

## **II.9 Payments to Subcontractors**

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
  - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
  - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

## **II.10 Examination of Records**

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

## **II.11 Ethics in Public Contracting**

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

## **II.12 Governing Law and Choice of Forum**

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

## **II.13 Immigration Reform and Control Act of 1986**

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

## **II.14 Integration**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

## **II.15 Hold Harmless**

The Contractor hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for property damage, bodily injuries and personal injuries to the public, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all negligent acts of omission or willful misconduct of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with Work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

\*\*\*\*\*

PRINCE WILLIAM-MANASSAS  
REGINAL JAIL BOARD  
PRINCE WILLIAM COUNTY, VIRGINIA

Stanley Foods

\_\_\_\_\_  
PWMRADC Representative

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_ Date: \_\_\_\_\_

## **Attachment A**

### **SCOPE OF WORK:**

#### **A. Storage of Secondary Market Food Products**

The Contractor shall have adequate storage to accommodate one-time purchases; one-time purchases are often available in limited supply. The Contractor shall have the capability to dedicate frozen space in its warehouse to store a minimum of 150 pallets of various products. At no additional expense to the Prince William-Manassas Regional Adult Detention Center (ADC), the Contractor shall have the capability of financing and storing up to eight (8) months worth of any given product as requested by ADC.

#### **B. Distribution Point**

The Contractor shall have its facilities within 120 miles radius of the Prince William-Manassas Regional Adult Detention Center (ADC). The contractor's facilities must be adequate to provide cold storage and delivery to the ADC. The facilities must have the capability of accepting telephone orders as well as on-line orders from ADC.

#### **C. Delivery Vehicle**

The Contractor shall deliver the products in vehicles which are maintained in a sanitary condition, and properly refrigerated, as applicable, whereas product maintains a frozen state. Thawed products will not be accepted.

All delivery vehicles shall be equipped with back up alarms to help prevent accidents.

#### **D. Schedule of Delivery**

The Contractor shall make a delivery to ADC on Thursday's, hours of delivery shall be between 8:30 a.m. and 12 p.m. In cases of emergency, the Contractor shall make additional deliveries, as dictated by the needs of the ADC.

When deemed in the best interest of ADC, pick up or orders from the Contractor's facilities shall be made. In such instances, the Contractor shall release the materials only to the designated Representative from ADC that is authorized to place and pick up orders.

#### **E. Sales/Delivery Tickets**

Orders placed by ADC Authorized Representative for the delivery of items stored at the Contractor's facilities to ADC shall be supported by the Contractor's Sales/Delivery ticket, which shall be prepared by the Contractor in triplicate copies. The Contractor's Sales/Delivery Ticket shall contain the following information:

- 1) Contractor's Name
- 2) Purchase Order Number
- 3) Date of Purchase
- 4) Itemized List of supplies delivered
- 5) Quantity, unit price and extension of each item, and total
- 6) Name of Authorized Representative who ordered the supplies

In all instance, regardless whether the supplies are delivered by the Contractor or are picked up by the Authorized Representative of ADC, the Contractor's Sales/Delivery Ticket shall be prepared in triplicate. The Authorized

representative of ADC shall sign the Contractor's Sales/Delivery Ticket in triplicate, and the Contractor shall retain one copy, the other two copies shall be retained by the receiving agency.

#### **F. Quality**

All merchandise is to be of packer's first quality for wholesomeness. No distressed, damaged or merchandise deemed unfit for use will be accepted; however, slight cosmetic imperfections will be acceptable as deemed by ADC. The product manufacturer shall submit a letter guaranteeing wholesomeness of the product prior to delivery of the merchandise to the Contractor.

Products not covered by U.S.D.A. grades are to be of the best commercial Quality.

Nutritional facts shall be supplied to Authorized Representative within 24 hours upon request.

Under no circumstance shall swollen, rusted or dented cans be accepted.

#### **G. Paying and obtaining Prices for Second Market Products**

ADC shall be responsible for obtaining prices for the Second Market Products. ADC Contractor Administrator shall provide information on the prices to the Contractor. The Contractor shall be responsible for paying the supplier of these products.

#### **H. Technical Specifications**

1. ADC Authorized Representative will order Second Market Food Products directly from the manufacturer.
2. The manufacturer will ship the product as directed to the Contractor's facilities. The Contractor shall be responsible for payment to the manufacturer for the products.
3. The Contractor shall dedicate frozen space in its warehouse to store a maximum of 150 pallets of various products.
4. The Contractor shall store the Second Market Food Products until ADC needs them. Contractor shall maintain a maximum of eight (8) months storage unless prior arrangements are made. Some products ordered are used weekly and some are used on a monthly basis.
5. As the Contractor delivers products to ADC, the invoice shall be the purchase price of the product plus the appropriate mark up.
6. All other food items are procured from the Virginia State Warehouse or vendors with which the County has a Contract for food.
7. The Contractor shall guarantee that the Second Market Food items will not be mixed with its regular food items and shall not be sold to other organizations.
8. The contractor shall furnish ADC a monthly inventory of the items stored at the Contractor's facilities. The monthly inventory report shall be submitted to ADC Kitchen Manager or Authorized Representative.

**I. Delivery Vehicles**

All products covered under this Contract shall be delivered in vehicles that are maintained in a sanitary condition, and organize products to prevent damage or spoilage during transport, and to allow easy access upon delivery. Vehicles shall maintain the proper temperature for Frozen, Fresh and Perishable items. Frozen products must be maintained in frozen state. Thawed products will be not accepted.

**J. Food Sanitation**

Compliance is required with Federal, state and local fire, health, sanitation, safety, and building codes, regulations, licensure requirements, and any other requirements of Food Product operations. Copies of all current inspection reports shall be provided to the County within 24 hours upon request.

**K. Safety**

Potentially hazardous cold food shall be maintained at or below 45 degrees Fahrenheit throughout the period of the meal service. Frozen foods shall be stored at or below 0 degrees Fahrenheit. Delivery of frozen food shall be maintained at or below 32 degrees Fahrenheit. "Potentially hazardous food" is "any food that consists in whole or in part of milk or milk products, eggs, egg products, meats, poultry, fish, shellfish, edible crustacean, rice, baked or boiled potatoes or other food or ingredients including synthetic ingredients, in a form capable of supporting rapid and progressive growth of pathogenic or oxygenic microorganisms."