

VIRGINIA DISTRIBUTION CENTER SPECIAL TERMS and CONDITIONS

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD:** The Commonwealth will make the award(s) on Lot basis to the lowest responsive and responsible bidder that is a DSBSD-certified micro business if such a bid is received, provided that the bid is up to and including \$10,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. Otherwise, award of the contract shall be made to the lowest responsive and responsible bidder that is a DSBSD certified small business if such a bid is received, provided that the bid is not more than \$100,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. If, in the agency's opinion, the criteria in the previous two sentences are not present, then award shall be made to the lowest responsive and responsible bidder of any size, provided the agency in its sole discretion determines that the price is fair and reasonable. If applicable, unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for early prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
3. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one purchase order(s) with the applicable eVA transaction fee assessed for each order.
4. **BID PRICES:** Bid shall be in the form of a firm unit price for each item. "All or None" bids are permissible and can be for all items or a group of items. You may provide both prices; "All or None" and "Individual". Use the bid comments area to list groupings and if desired the "Individual" price. Always enter the lower price as your primary bid. All items shall be quoted F.O.B. delivered – full freight allowed to the Virginia Distribution Center, Sandston, Virginia 23150.
5. **BID SUBMISSION REQUIREMENTS:** Bidders shall submit all responses electronically through eVA. Responses submitted by any other means may be deemed nonresponsive. This bid, otherwise known as "Quick Quote", is an electronic unsealed bid. Bids submitted outside of the eVA, such as via e-mail, mail, or fax WILL NOT be accepted. Bid submissions will be received by the closing date and time provided in the solicitation.

Prior to the due date, Bidders should:

- Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.
- Check the "Reminders" section in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder's electronic submission.

Bidders are solely responsible for reviewing, complying, and returning a complete and responsive bid. Failure to submit any of the required information may result in the bid being declared non-responsive.

6. **CERTIFICATION:** Bidders certify that all products offered in their bid response meet or exceed the requirements as stated in the solicitation, USDA IMPS, Virginia Department of Agriculture regulations, Federal Food, Drug and Cosmetic Act, Federal Wholesale Meat Act, USDA Grade Standards, Federal Specifications and Commercial Item Descriptions as specified. All Products awarded and delivered against this bid shall be subject to inspection for compliance to the applicable specifications.

7. **DELIVERY:** The bidder shall state the number of calendar days after receipt of order required for delivery. Deliveries shall be made only during approved VDC receiving hours and by appointment when required.
 - A. **DELIVERY LOCATION:** Motor freight deliveries are accepted by appointment ONLY from 7:15 a.m. 3:00 p.m., Monday through Friday, with the exception of Commonwealth of Virginia holidays and scheduled inventory closings. Vendor shall contact the VDC for delivery appointment. E-Mail: deliver2vdc@dgs.virginia.gov. No parking is allowed on or around the VDC facility which includes Ponderosa Drive and Riley Ridge Road.
 - B. **EARLY DELIVERIES:** Early deliveries will not be accepted without prior approval from the Virginia Distribution Center. If a vendor asks to ship early, the VDC may accept such a shipment up two weeks early depending on inventory. The designated contact person for approval of early delivery is the VDC Warehouse Manager at deliver2vdc@dgs.virginia.gov. Any exception to their decision must be approved by the VDC Manager. If approval is granted, the vendor shall not bill the Virginia Distribution Center prior to the contract delivery date, at which time the invoice shall be sent directly to the Virginia Distribution Center, rather than to the Fiscal Office of the Department of General Services. If the VDC requests a vendor to make an early delivery, the invoice shall be processed by the vendor directly to the Fiscal Office upon delivery of product.
 - C. **LATE DELIVERIES:** The delivery period as stated on the bid will also appear on the resulting purchase order and shall remain firm unless a change is authorized by the Virginia Distribution Center. If a delivery is late or non-conforming to specifications, the vendor will be considered to be in default for the item(s). If a vendor is late on the delivery of any item and is the low bidder for a subsequent delivery of the same item, the Commonwealth reserves the right to immediately terminate that portion of the late or nonconforming contract without notice to cure given and purchase from another source holding the defaulted contractor liable for any excess costs in accordance with Section 7.14 of the Vendor's Manual. If a vendor encounters a problem with the delivery date as stated on the purchase order, the vendor shall notify the Virginia Distribution Center, stating his/her earliest firm delivery date. If it is found to be in the best interest of the Commonwealth, an extension on the delivery date may be approved. If the new delivery date is not met, the vendor shall be placed in default.
8. **INSPECTION:** The Commonwealth reserves the right to inspect all products delivered and reject any product that fails to comply with solicitation requirements.
9. **NAME OF MANUFACTURER:** The bidder shall identify the manufacturer and manufacturer part number for each item offered
10. **PRODUCT SPECIFICATIONS:** Products offered shall meet or exceed all specifications identified within the solicitation. Upon request, bidders shall provide manufacturer literature, specifications, catalog cuts, or other documentation verifying compliance.
11. **REPLACEMENT OF DEFECTIVE PRODUCT:** Products found to be damaged, contaminated, spoiled, adulterated, infested, or otherwise unsuitable for use shall be replaced by the contractor at no additional cost to the Commonwealth.
12. **SHIPMENT QUANTITIES:** No over or under shipments are allowed without prior approval from the VDC buyer.
13. **SPECIFICATIONS:** For many VDC quick quote items it is necessary to mandate minimum specifications. When specifications are listed you must meet or exceed them. Bidders are required to make their supplier aware of our stated minimum specifications. Upon request the awarded bidder shall supply documentation from their supplier verifying compliance (before or after delivery). Falsifying or misrepresenting your offered product's specifications shall be cause for debarment.
14. **QUALIFIED PRODUCT LISTS (QPL):** For many VDC quick quote items it is necessary to pre-qualify products. When approved brands and manufacturer item numbers are listed, you are required to bid only those products. Bids for products that are not pre-qualified shall result in your bid being considered non-responsive. Contact the buyer for instructions on how to submit samples for evaluation and consideration to add to the QPL for future quick quotes.

15. USDA GRADE CERTIFICATES: When a USDA Grade certificate is required on any item(s) being delivered to the VDC, the following shall apply to all such certificates:

- A. An original USDA "CERTIFICATE OF QUALITY AND CONDITION" is preferred; however, photocopies will be accepted.
- B. The date of the certificate shall be within 12 months of the date of shipment to the Virginia Distribution Center.
- C. The certificate shall show the Commonwealth of Virginia as "Receiver or Buyer". Certificate shall state "Meets requirements of the Commonwealth of Virginia."
- D. The certificate shall show matching primary container codes for all products being shipped to the Virginia Distribution Center.
- E. The certificate shall indicate the lot "Meets U.S. Standards for Condition of Food Containers". A certificate which indicates interior detaining or other interior conditions may cause the delivery to be rejected.

Where a USDA Grade certificate and corresponding product fails to meet the above requirements, delivery of such product shall be subject to refusal by the Virginia Distribution Center. In a case where the Virginia Distribution Center refuses product because of an unacceptable certificate, the VDC expeditor will contact the vendor immediately. The vendor will be asked to replace it with an acceptable certificate and product.

Certification shall be provided at no additional cost to the Commonwealth. When a USDA Grade certificate is required, it must precede or accompany the delivery. If sent early, it should go to the attention of the VDC Warehouse Manager.

16. MIXED FREIGHT DELIVERIES: Deliveries of non-refrigerated items combined with refrigerated or frozen items on refrigerated trailers is acceptable, provided that the trailer has an entry sealing door (bulkhead) to isolate items. Dry goods shipped on refrigerated trailers will be inspected upon delivery and are subject to refusal if packaging is found to be moisture laden, the integrity of the packaging and/or product is deemed to be compromised, and/or the product shows evidence of freezing.

17. QUALITY OF PRODUCT SHIPPED: All food and beverage products shipped to the Virginia Distribution Center shall be whole-some, commercially available, of institutional quality or better, recently produced and package. Unless otherwise specified in the individual product specification, all food products shall meet the following minimum remaining shelf life requirements at the time of delivery:

- Products with a manufacturer's shelf life of six (6) months or less must have a minimum of fifty percent (50%) of their original shelf life remaining upon delivery.
- Products with a manufacturer's shelf life greater than six (6) months must have a minimum of seventy-five percent (75%) of their original shelf life remaining upon delivery.

Shelf life shall be calculated from the manufacturer's production or pack date to the manufacturer's expiration, "best by," or "use by" date, as applicable. Net drain weights, label weights and/or fill weights shall meet the minimum required as stated on the purchase order; count range shall be shown on the purchase order. The Virginia Distribution Center reserves the right to accept for delivery products that differ in weight, count, or other minor variation from those specified, in which case the VDC expeditor will contact the vendor to make adjustment in price.

Any vendor who makes a delivery of canned goods guarantees them to be free from swells and latent defects for a period of six months after delivery to the Virginia Distribution Center. Should problems arise within this period due to swells or latent defects, the vendor shall replace unacceptable product at no additional cost to the Commonwealth. Also, any products received shall be replaced by the vendor at no additional cost to the Commonwealth should a problem arise as to foreign matter, latent defects or damage, insect or rodent infestation, leaking, spoilage or evidence of tampering within six months from date of delivery to the VDC.

Vendors are not restricted by any specification from bidding on a level of quality which exceeds the requirements stated on the quote request or Invitation for Bids. However, the purchasing office will award to the lowest, responsive and responsible bidder who can meet the specifications and any other requirements as stated.

18. **PALLETIZATION, SHRINKWRAP & STACKING:** Deliveries shall be on 48" x 40" 4 – Way entry type hardwood pallets, properly stacked for commodity provided and completely stretch wrapped (**CLEAR WRAP ONLY**) to the pallet. Pallet gross weight shall not exceed 2600 pounds and pallet height shall not exceed 54 inches unless otherwise noted on the purchase order. Shipments may also be rejected if: pallets are not properly rated and safe for the load or not tightly packed; cases are crushed, sagging off center, or overhang the pallet(s); with mixed product. Tray packs for canned goods are acceptable, if the trays are each poly-wrapped, to secure the cans within the trays. No loose product will be accepted; secure packaging and wrapping on the pallet are required. If requested by the supplier or supplier's carrier, pallets will be exchanged.
19. **CASE MARKINGS:** Outer shipping containers shall be properly marked as to content, brand, size, pack, etc., as applicable, and shall be packaged in accordance with "The Fair Packaging and Label Act." Cases shall have required markings on one end and/or side. UPC bar coding should be present on all cases.
20. **PROMPT PAYMENT DISCOUNTS:** A discount offered for payment of 20 calendar days or longer will be calculated in determining unit price net low bid of the item(s). Any discount in excess of 3% will not be considered in determining net low bid but will be taken if paid in specified time frame.
21. **ORDERING OPTION:** The Virginia Distribution Center may, during the first 30 days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through issuance of separate purchase orders. The aggregate of such orders shall not exceed 100% of the quantity originally stated in the contract.