

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 19-749-EP
AMENDMENT NUMBER 11**

This Amendment Number 11 is made on the date of execution by the County and amends Agreement Number 19-749-EP ("Main Agreement") dated July 1, 2009 made between Arlington Food Assistance Center ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

CONTRACT TERM

The Contractor shall provide the agreed upon services beginning July 1, 2020 and shall continue until June 30, 2021.

CONTRACT AMOUNT

For services rendered by the Contractor and accepted by the Project Officer, the County shall pay the Contractor \$550,000 (according to Attachment A, Budget) for the above-referenced contract term. DHS projects that the Contractor will have 117,000 visits to its food assistance center in FY 2021, at a per visit cost of \$4.70. The County will pay the Contractor in four (4) equal quarterly payments for the services provided through this contract as stated in the attached budget (See Attachment A, Budget). The Contractor shall submit an invoice quarterly each in the amount of \$137,500. In addition to the quarterly invoice, the Contractor shall submit documentation to reconcile quarterly expenses no later than the 15th of the month after each quarter ends (October 15, January 15, April 15 and July 15). Failure to submit the required back-up documentation within the specified due date may result in a delay in payments from the County. This funding will be null and void if not approved by the Arlington County Board as part of the County's annual budget appropriation process.

ADD THE FOLLOWING PARAGRAPH TO THE GENERAL TERMS AND CONDITIONS: CONTRACT PRICE ADJUSTMENTS

CONTRACT PRICE ADJUSTMENTS:

The Contract Amount/unit prices(s) will remain firm until June 30, 2021 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit prices(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending on June 30 of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment

AMEND EXHIBIT A. SCOPE OF WORK, SECTION "ARLINGTON FOOD ASSISTANCE CENTER AGREES TO:" BY ADDING TO "9. PROGRAMMATIC REPORTS" AND BY CREATING ONE NEW PARAGRAPH "11. LIMITED ENGLISH PROFICIENCY (LEP)", PAGE 16

9. PROGRAMMATIC REPORTS:

The Quarterly Programmatic Report and Demographics report (See Attachment B, Quarterly Programmatic Report and Demographics) have been updated for FY 2021. All other reporting requirements remain in effect.

11. LIMITED ENGLISH PROFICIENCY (LEP):

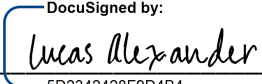
The Contractor must make reasonable efforts to provide adequate communication services, including interpretation and translation, for Arlington County clients with limited English proficiency. The Contractor must have policies and procedures in place to implement the services including staff training. Policies must be made available upon request.

Attachment A & Attachment B have been updated and attached to this amendment.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

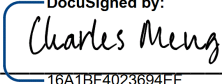
SIGNED:  _____
DocuSigned by:
5D2342428F9D4B4...

PRINT NAME: Lucas Alexander

TITLE: Procurement Officer

DATE: 5/28/2020

ARLINGTON FOOD ASSISTANCE CENTER (AFAC)

SIGNED:  _____
DocuSigned by:
16A1BF4023694EF...

PRINT NAME: Charles Meng

TITLE: Executive Director & CEO

DATE: 5/22/2020

ATTACHMENT A - BUDGET

Arlington Food Assistance Center - FY 2021 Budget		
	FTE	Total
Personnel:		
Total Personnel		\$0
Non-Personnel:		
For the purchase of food supplies for Arlington County residents in need		\$550,000
Total Non-Personnel		\$550,000
Admin Cap Rate		0%
Admin Cap		\$0
Grand Total		\$550,000

ATTACHMENT B – QUARTERLY PROGRAMMATIC REPORT AND DEMOGRAPHICS

Unduplicated Demographics of Clients Served	Q1	Q2	Q3	Q4	Total (Actual Year-End)
<u>Number of Households Served</u>					
<u>Number of Individuals Served</u>					
<u>Race</u>					
American Indian or Alaskan Native					
Asian					
Black or African American					
Native Hawaiian or Other Pacific Islander					
White					
Hispanic or Latino					
Other					
Don't Know/Declined to Answer					
<u>Age</u>					
Under 18					
18-24 years old					
25-39 years old					
40-60 years old					
60+ years old					
Don't Know/Declined to Answer					
<u>Residency</u>					
Arlington residents served					
Other residents served					
<u>Gender</u>					
Male					
Female					
Transgender					
Non-Binary					
Other					
Don't Know/Declined to Answer					
<u>Country of Origin</u>					
Add a row for every country of origin served					

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AMENDMENT COVERPAGE

ARLINGTON FOOD ASSISTANCE CENTER (AFAC)
2708 SOUTH NELSON STREET
ARLINGTON, VA 22206

DATE ISSUED: APRIL 23, 2020
CONTRACT NO: 19-749-EP
CONTRACT TITE: EMERGENCY NEEDS GRANT

THIS IS A NOTICE OF A CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 19-749-EP including any attachments or amendments thereto.

EFFECTIVE DATE: APRIL 23, 2020

EXPIRES: JUNE 30, 2020

RENEWALS: N

COMMODITY CODE(S):

LIVING WAGE: N

PROFESSIONAL SERVICES: N

ATTACHMENTS:

AGREEMENT NO. 19-749-EP AMENDMENT 10

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CHARLES MENG

VENDOR TEL. NO.: (703) 845-8486

EMAIL ADDRESS: CHARLES.MENG@AFAC.ORG

COUNTY CONTACT: AROGYA SINGH

COUNTY TEL. NO.: (703) 228-1603

EMAIL ADDRESS: ASINGH1@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Meloni Hurley

Title: Assistant Purchasing Agent

Date: 4/23/20

ARLINGTON COUNTY, VIRGINIA

AGREEMENT NO. 19-749-EP
Previously 201-11-3-X
AMENDMENT NUMBER 10

This Amendment Number 10 is made on the date of execution of the Amendment by the County and amends Agreement Number 19-749-EP ("Main Agreement") dated July 1, 2009 made between **Arlington Food Assistance Center**("Contractor") and the County Board of Arlington County, Virginia (County).

The County and the Contractor amend the Agreement as follows:

1. REVISE CONTRACT AMOUNT TO READ AS FOLLOWS:

For services rendered by the Contractor and accepted by the Project Officer, the County will pay the Contractor a one-time additional funding in the amount of \$100,000 for a total FY2020 contract amount of \$615,425.00. The County shall not pay the Contractor any other sum under this Agreement.

The one-time-additional funding is subject to the Federal Emergency Management Agent Terms per Attachment A (attached).

All other terms and conditions of the Main Agreement remain in effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SIGNED: _____

PRINT NAME: Meloni Hurley

TITLE: Assistant Purchasing Agent

DATE: April 23, 2020

ARLINGTON FOOD ASSISTANCE CENTER (AFAC)

SIGNED: _____

PRINT NAME: CHARLES MENDO

TITLE: EXECUTIVE DIRECTOR & CEO

DATE: APRIL 24, 2020

ATTACHMENT A

Required Contract Clauses for Federal Emergency Management Agency (FEMA) Public Assistance Funding

This project or work may be funded in whole or in part by grants from the Federal Emergency Management Agency (FEMA). The award of any contract is subject to the requirements of 2 C.F.R. §§ 200.317 – 200.326 and 2. C.F.R. Part 200, Appendix II requiring compliance with purchasing procedures and standards.

Contractor is responsible for ensuring its compliance with all applicable FEMA requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FEMA requirements.

Upon request of the County or FEMA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FEMA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance at all tiers.

The following required contract clauses will be incorporated by reference in any contract awarded by the County. These provisions and required contract clauses are in addition to other General Contract Terms, Specifications, Special and Technical Specifications. Some provisions and clauses require the Contractor to execute and submit certain required certifications, which are included herein. Failure to execute and submit required certifications may render a contract null and void.

DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

This provision applies to any contract greater than \$250,000.

TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective

termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

This provision applies to any contract greater than \$10,000.

EQUAL EMPLOYMENT OPPORTUNITY
41 C.F.R. Part 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceeding

This provision only applies to construction contracts.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
40 U.S.C. 3701
29 C.F.R. § 5.5(b)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

This provision is applicable if the contract sum is over \$100,000 and involves employment of mechanics or laborers.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

40 U.S.C. §7401-7671(q)

33 U.S.C. §1251-1387

29 C.F.R. § 5.5(b)

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to Arlington County and understands and agrees that Arlington County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Arlington County and understands and agrees that Arlington County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

This provision applies to any contract greater than \$150,000.

SUSPENSION AND DEBARMENT
Executive Order 12549 (1986)
Executive Order 12689 (1989)
2 C.F.R. Part 3000

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Arlington County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Arlington County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- (4) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while any offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Contractor must complete the certificate entitled *Certification Regarding Debarment, Suspension and Other Responsibility Matters (Attachment 1)*.

This provision applies to any contract greater than \$25,000.

BYRD ANTI-LOBBING AMENDMENT
31 U.S.C. 1352
45 C.F.R., Part 18, Appendix A

Byrd Anti-Lobbing Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The certificate entitled *Certification Regarding Lobbying (Attachment 2)* must be completed and returned with your bid/proposal.

This provision applies to all contracts. If the contract is greater than \$100,000, the Contractor must submit Attachment 2.

PROCUREMENT OF RECOVERED MATERIALS
42 U.S.C. § 6962
Section 6002 of the Solid Waste Disposal Act

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>. (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

This provision is applicable if the contact involves the use of materials (e.g. debris removal or other services).

ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation or additional time, the Contractor must notify the Project Officer as soon as the County requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor's notice must detail and document the basis for the claimed amount of additional compensation or time. The Contractor will not receive any additional compensation or time pursuant to this paragraph unless the parties execute a written Contract amendment and the County issues a purchase order consistent with the amendment.

This provision is applicable to all contracts.

ACCESS TO RECORDS AND REPORTS
DHS Standard Terms and Conditions v.3.0 (2013)

Access to Records - The following access to records requirements apply to this Contract:

- (1) The contractor agrees to provide Arlington County, the FEMA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, Arlington County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

This provision is applicable to all contracts.

DHS SEAL, LOGO, AND FLAGS
DHS Standard Terms and Conditions v.3.0 (2013)

DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This provision is applicable to all contracts.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

Upon execution of the contract, the contractor acknowledges that FEMA financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

This provision is applicable to all contracts.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

This provision is applicable to all contracts.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

This provision is applicable to all contracts.

ATTACHMENT 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

By signing and submitting this Certification, the contractor certifies as follows:

This certification is a material representation of fact relied upon by Arlington County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Arlington County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while any offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The contractor certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the contract award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

ARLINGTON FOOD ASSISTANCE CENTER (AFAC)
Company Name

CHARLES MENG EXECUTIVE DIRECTOR & CEO

Printed Name & Title of Authorized Representative


Signature of Authorized Representative

APRIL 24 2020
Date

I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT 2

CERTIFICATION REGARDING LOBBYING PURSUANT APPENDIX A, 44 C.F.R., PART 18

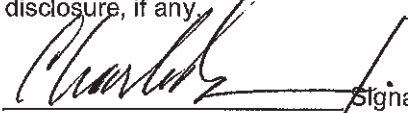
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Contractor, **Arlington Food Assistance Center (AFAC)**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

CHARLES MENG Printed Name of Contractor's Authorized Official

EXEC DIR + CEO Title of Contractor's Authorized Official

APRIL 24 2020. Date

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

ARLINGTON FOOD ASSISTANCE CENTER 2708 S NELSON STREET ARLINGTON, VIRGINIA 22206	DATE ISSUED: CURRENT REFERENCE NO: CONTRACT TITLE:	<u>06/11/2019</u> <u>19-749-EP</u> <u>EMERGENCY NEEDS GRANT</u>
--	--	---

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 19-749-EP including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY
EXPIRES: 06/30/2020
RENEWALS: NO RENEWALS
COMMODITY CODE(S): 95237
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 19-749-EP
201-11-3-X-A9

EMPLOYEES NOT TO BENEFIT:
**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE
GENERAL PUBLIC.**

<u>VENDOR CONTACT:</u> CHARLES MENG	<u>VENDOR TEL. NO.:</u>	<u>(703) 845-8486</u>
<u>EMAIL ADDRESS:</u> CHARLES.MENG@AFAC.ORG		
<u>COUNTY CONTACT:</u> FRANCO MUNOZ (DHS-EID)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-1331</u>
<u>COUNTY CONTACT EMAIL:</u> FMUNOZ@ARLINGTONVA.US		

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 201-11-3-X
AMENDMENT NUMBER 9**

This Amendment Number 9 is made on the date of execution by the County and amends Agreement Number 201-11-3-X dated July 1, 2009, ("Main Agreement") between Arlington Food Assistance Center ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor amend the Contract Term, Contract Amount and Exhibit B, Scope of Work called for under the Main Agreement as follows:

Update Contract Number to Reflect 19-749-EP. Replace all instances of '201-11-3-X' with '19-749-EP.'

REVISE THE CONTRACT TERM PARAGRAPH AS FOLLOWS:

The Contractor shall provide the agreed upon services beginning July 1, 2019 and, shall continue until June 30, 2020.

REVISE THE CONTRACT AMOUNT PARAGRAPH AS FOLLOWS:

For services rendered by the Contractor and accepted by the Project Officer, the County shall pay the Contractor a total of \$515,425 (\$477,925 base and \$37,500 one-time) in four (4) equal quarterly payments (according to the attached budget, Attachment A). The County shall not pay the Contractor any other sum under this Agreement.

The Contractor will submit an invoice at the beginning of each quarter and the County will pay the Contractor in four equal quarterly payments in the amount of \$128,856.25.

The Contractor will submit back-up documentation for each of the previous quarter's payments by October 15, January 15, April 15 and July 15. Back-up documentation must be approved by the Project Officer. Failure to submit the required back-up documentation within the specified due date may result in a delay in payments from the County.

The County reserves the right to rescind, amend and/or modify its obligation to disburse awarded contract funds under this amendment.

AMEND EXHIBIT A. SCOPE OF WORK, SECTION "ARLINGTON FOOD ASSISTANCE CENTER AGREES TO:" BY CREATING THREE NEW PARAGRAPHS "8. DELIVERY OF SERVICE", "9. PROGRAMMATIC REPORTS", "10. ADMINISTRATIVE CAP", PAGE 16

8. DELIVERY OF SERVICE

The Arlington County Department of Human Services is committed to ensuring that its service providers deliver effective, equitable, understandable, trauma informed and respectful quality care. The services delivered must be responsive to diverse cultural beliefs and practices, experiences of racism, preferred languages, health literacy, and

other communication needs. Grantees must demonstrate that all clients receiving services in their program are approached, engaged and cared for in a culturally and linguistically competent manner, including but not limited to: Cultural identity, racial and/or ethnic, religious/spiritual ascription, gender, physical capability, cognitive level, sexual orientation, and linguistic needs. Within a broad construction of culture, service provision must also be tailored to age, diagnosis, developmental level, geographical and educational needs.

9. PROGRAMMATIC REPORTS

The Contractor shall submit to the County Project Officer a quarterly Programmatic Report due by October 15, January 15, April 15, and July 15. (Please see Attachment B, Quarterly Programmatic Report and Demographics). Each Programmatic Report must be accompanied by a narrative report which will detail any program successes or setbacks.

Failure to submit these forms and acceptable support documentation within the prescribed timeframe may delay the disbursement of DHS funds.

10. ADMINISTRATIVE CAP

An administrative cap of ten percent (10%) is allowable under this contract. Program administration costs are defined to include, but not limited to, rent, staff salaries for oversight and general management, and utilities. Prior to execution of the contract, the Contractor will submit to Arlington DHS the line items and amounts that it proposes be charged to the administrative cap. The final approval of such administrative costs shall be made exclusively by Arlington County DHS.

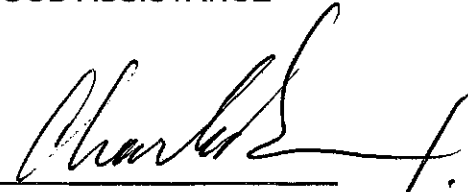
All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ARLINGTON FOOD ASSISTANCE
CENTER

AUTHORIZED
SIGNATURE: Lucas Alexander

AUTHORIZED
SIGNATURE: 

NAME: LUCAS ALEXANDER
TITLE: PROCUREMENT OFFICER

NAME AND
TITLE: CHARLES MENGI
EXEC. DIR & CEO

DATE: 06/11/2019

DATE: JUNE 7, 2019

ARLINGTON COUNTY, VIRGINIA
 AGREEMENT NO. 201-11-3-X
 ATTACHMENT A – BUDGET

Arlington Food Assistance Center - FY 2020 Budget		
	FTE	Total
Personnel:		
Total Personnel		\$0
Non-Personnel:		
For the purchase of food supplies for Arlington County residents in need		\$515,425
Total Non-Personnel		\$515,425
Admin Cap Rate		0%
Admin Cap		\$0
Grand Total		\$515,425

**ARLINGTON COUNTY, VIRGINIA
 AGREEMENT NO. 201-11-3-X
 ATTACHMENT B – QUARTERLY PROGRAMATIC REPORT AND DEMOGRAPHICS**

Organization Name: AFAC																	
FY20 Quarterly		Q1				Q2				Q3				Q4			
Programmatic Report		Large	Small	Total	Adult Childm	Total	Large	Small	Total	Adult Childm	Total	Large	Small	Total	Adult Childm	Total	
Nelson - South		0		0		0		0		0		0		0		0	
Clarendon - North		0		0		0		0		0		0		0		0	
Gunston		0		0		0		0		0		0		0		0	
Carlin		0		0		0		0		0		0		0		0	
Claridge		0		0		0		0		0		0		0		0	
Culpepper Gardens		0		0		0		0		0		0		0		0	
Hunter's Park		0		0		0		0		0		0		0		0	
Woodland Hills		0		0		0		0		0		0		0		0	
Marbella Apts.		0		0		0		0		0		0		0		0	
Arlington Mill		0		0		0		0		0		0		0		0	
Buckingham		0		0		0		0		0		0		0		0	
Columbia Grove		0		0		0		0		0		0		0		0	
Nauck Community Center		0		0		0		0		0		0		0		0	
The Springs		0		0		0		0		0		0		0		0	
Whitefield		0		0		0		0		0		0		0		0	
Woodbury Park		0		0		0		0		0		0		0		0	
Career Center		0		0		0		0		0		0		0		0	
Backpack Buddies		0		0		0		0		0		0		0		0	
Afterschool BFB		0		0		0		0		0		0		0		0	
TOTAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Notes:		Notes:				Notes:				Notes:							

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AMENDMENT

TO:	DATE ISSUED:	June 6, 2018
Arlington Food Assistance Center (AFAC)	CURRENT REFERENCE N:	201-11-3-X
2708 South Nelson Street	AGREEMENT TITLE:	Emergency Needs Grant
Arlington, Virginia 22206		

THIS IS A NOTICE OF A CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS

The contract term covered by this Notice of Amendment is July 1, 2018 thru June 30, 2019. Work under this contract will continue thereafter July 1st through June 30th until the County Board of Arlington County no longer authorizes funds for the services covered by this contract.

The above reference contract is amended as follows:
See Amendment No. 8 attached.

CONTRACT DOCUMENTS:

The contract documents consist of the Agreement No. 201-11-3-X, Amendments, Attachments, and EXHIBITS.


(Previous Agreement Numbers 201-11-3, 306-09-3)

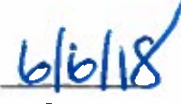
EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Charles Meng	TELEPHONE NO.:	(703) 845-8486
	EMAIL ADDRESS:	Charles.meng@afac.org
COUNTY CONTACT: Arogya Singh	TELEPHONE NO.:	703-228-1603
	EMAIL ADDRESS:	asingh1@arlingtonva.us

CONTRACT AUTHORIZATION


Vanessa Moorehead
Procurement Officer


Date

Distribution: Contract File: 1 Contractor: 1 DHS: 1 Purchasing Admin: 1

ARLINGTON COUNTY, VIRGINIA

AGREEMENT NO. 201-11-3-X

Previously Contract Numbers: 201-11-3, 306-09-3

AMENDMENT NUMBER 8

This Amendment Number 6 is made on the date of execution of the Amendment by the County and amends Agreement Number 201-11-3 previously Agreement Number 306-09-3 ("Main Agreement") as amended by Amendments No. 1 and 7 and made between ARLINGTON FOOD ASSISTANCE CENTER, 2708 South Nelson Street, Arlington VA 22206 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the term of the Main Agreement and Agreement Number, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

1. AMEND CONTRACT TERM TO READ AS FOLLOWS:

Work under this Agreement shall continue from July 1, 2018 until June 30, 2019 subject to any such modifications as provided in the Contract Documents. The contract will continue thereafter until the County Board of Arlington County no longer authorizes funds for the services covered by this contract. Each successive contract year in which the County Board authorizes funds shall cover the period from July 1, through June 30.

2. AMEND THE CONTRACT AMOUNT TO READ AS FOLLOWS:

The County will pay the Contractor an amount not to exceed \$477,925 (Attachment A) for this contract term for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents.


3. REVISE THE AGREEMENT NUMBER TO READ AS FOLLOWS:

The Agreement number is changed from 201-11-3 to 201-11-3-X to identify the contract as an Exempt Purchase Agreement number 38, payment obligations awarded by the County Board.

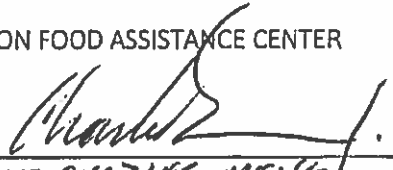
All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SIGNED: 
PRINT NAME: MARIA MEREDITH
TITLE: ACTING PURCHASING AGENT
DATE: 6/6/18

ARLINGTON FOOD ASSISTANCE CENTER

SIGNED: 
PRINT NAME: CHARLES MENCK
TITLE: EXEC DITZ + CEO
DATE: JUNE 5, 2018

ATTACHMENT A
CONTRACT NO. 201-11-3-X
FY2019 BUDGET FOR AFAC

Emergency Food Assistance	\$477,925
For the purchase of food supplies for Arlington County residents in need	
TOTAL	\$477,925

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT RENEWAL

TO:	DATE ISSUED:	<u>April 26, 2016</u>
AFAC	CURRENT REFERENCE N:	<u>201-11-3</u>
2708 South Nelson Street	AGREEMENT TITLE:	<u>Emergency Needs Grant</u>
Arlington, Virginia 22206		

THIS IS A NOTICE OF A CONTRACT RENEWAL AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS

The contract term shall be from the date the Agreement is executed by the County through June 30, 2017 (Fiscal Contract Year) and will continue thereafter until the County Board of Arlington County no longer authorizes funds for the services covered by this contract. Each successive contract year in which the County Board authorizes funds shall cover the period from July 1, through June 30.

The amount appropriated for Fiscal Year 2017 shall not exceed \$527,925.00

CONTRACT DOCUMENTS:

The contract documents consist of the Agreement No. 201-11-3, Amendments, Attachments, and EXHIBITS.

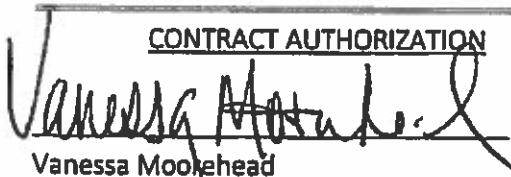
Refer to Agreement 306-09-3.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Charles Meng	TELEPHONE NO.:	(703) 845-8486
	EMAIL ADDRESS:	Charles.meng@afac.org
COUNTY CONTACT: Caitlin Hutchison	TELEPHONE NO.:	703-228-1380
	EMAIL ADDRESS:	Chutchison@arlingtonva.us

CONTRACT AUTHORIZATION


Vanessa Mookhead
Procurement Officer

4/26/16
Date

Distribution: Contract File: 1 Contractor: 1 DHS: 1 Purchasing Admin: 1

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AMENDMENT

TO: AFAC
2708 SOUTH NELSON STREET
ARLINGTON, VA 22206

DATE ISSUED: MAY 5, 2015

CURRENT REFERENCE NO: 201-11-3

CONTRACT TITLE: EMERGENCY FOOD

PRIOR REFERENCE NO: 258-10-3

THIS IS A NOTICE OF CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

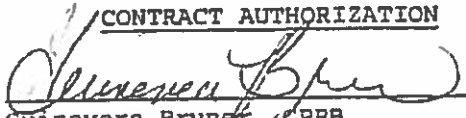
THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED. REFER TO AMENDMENT 7 TO AGREEMENT NO. 201-11-3 FOR CHANGES TO THE CONTRACT AMOUNT NOT TO EXCEED \$477,925.00.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CHARLES MENG VENDOR TEL. NO.: 703-845-8486
EMAIL ADDRESS: charles.meng@afac.org
COUNTY CONTACT: NANCY HART 703-228-1316

CONTRACT AUTHORIZATION


Guinevere Brunet, CPPB
Procurement Officer

5/5/15
DATE

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 306-09-3
AMENDMENT NUMBER 7

NEW REFERENCE NO. 201-11-3

This Amendment Number 7 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 306-09-3 as amended by Amendment No. 1 through 6 ("Main Agreement"), made between ARLINGTON FOOD ASSISTANCE CENTER, 2708 South Nelson Street, Arlington VA 22206 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the amount of the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

REVISE CONTRACT AMOUNT PARAGRAPH TO READ AS FOLLOWS:

The County shall pay the Contractor an amount not to exceed \$477,925; the additional funds are exempt from the match requirement.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ARLINGTON FOOD
ASSISTANCE CENTER

AUTHORIZED
SIGNATURE:

AUTHORIZED
SIGNATURE:

NAME: MARIA MEREDITH
TITLE: ACTING PURCHASING AGENT

NAME AND
TITLE: CHARLES MENDEL
EXECUTIVE DIRECTOR

DATE: 5/5/15

DATE: MAY 4, 2015

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AMENDMENT

TO: AFAC
2708 SOUTH NELSON STREET
ARLINGTON, VA 22206

DATE ISSUED: February 9, 2015

CURRENT REFERENCE NO: 201-11-3

CONTRACT TITLE: EMERGENCY FOOD

PRIOR REFERENCE NO: 258-10-3

THIS IS A NOTICE OF CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

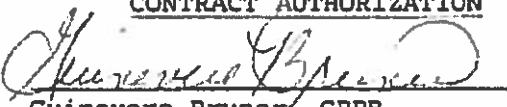
THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED. REFER TO AMENDMENT 6 TO AGREEMENT NO. 201-11-3 FOR CHANGES.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CHARLES MENG VENDOR TEL. NO.: 703-845-8486
EMAIL ADDRESS: charles.meng@afac.org
COUNTY CONTACT: NANCY HART 703-228-1316

CONTRACT AUTHORIZATION


Guinevere Bruner, CPPB
Procurement Officer

2/9/15
DATE

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 306-09-3
AMENDMENT NUMBER 6

NEW REFERENCE NO. 201-11-3

This Amendment Number 6 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 306-09-3 as amended by Amendment No. 1 through 5 ("Main Agreement"), made between ARLINGTON FOOD ASSISTANCE CENTER, 2708 South Nelson Street, Arlington VA 22206 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the amount of the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

REVISE CONTRACT AMOUNT PARAGRAPH TO READ AS FOLLOWS:

The County shall pay the Contractor an additional amount not to exceed \$35,000 to provide additional emergency food items.

Terms and Conditions

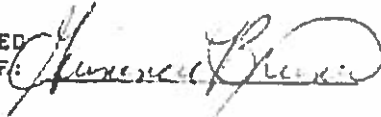
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ARLINGTON FOOD
ASSISTANCE CENTER

AUTHORIZED
SIGNATURE:



AUTHORIZED
SIGNATURE:



NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT

NAME AND TITLE: CHARLES MENG
EXECUTIVE DIRECTOR

DATE:

2/9/15

DATE:

FEBRUARY 9, 2015

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AMENDMENT

TO: AFAC
2708 SOUTH NELSON STREET
ARLINGTON, VA 22206

DATE ISSUED: JULY 16, 2014

CURRENT REFERENCE NO: 201-11-3

CONTRACT TITLE: EMERGENCY FOOD

PRIOR REFERENCE NO: 258-10-3

THIS IS A NOTICE OF CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.


THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED. REFER TO AMENDMENT 5 TO AGREEMENT NO. 201-11-3 FOR CHANGES.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CHARLES MENG VENDOR TEL. NO.: 703-845-8486
EMAIL ADDRESS: charles.meng@afac.org
COUNTY CONTACT: NANCY HART 703-228-1316

CONTRACT AUTHORIZATION


IVETTE GONZALEZ, CPPB
Procurement Officer

7/16/14
DATE

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 306-09-3

AMENDMENT NUMBER 5

NEW REFERENCE NUMBER 201-11-3

This Amendment Number 5 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 306-09-3, as amended by Amendments No. 1 and 4 (Main Agreement) and made between ARLINGTON FOOD ASSISTANCE CENTER, 2708 South Nelson Street, Arlington VA 22206 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the term of the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

1. CHANGE CONTRACT TITLE TO READ AS FOLLOWS:

Change contract title from "Emergency Needs Grant to "Emergency Food"

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON

ARLINGTON FOOD ASSISTANCE CENTER

COUNTY, VIRGINIA

SIGNED

BY:

PRINT NAME RICHARD D. WARREN, JR.

AND TITLE: PURCHASING AGENT

DATE: 7/15/14

SIGNED

BY:

PRINT NAME

AND TITLE: CHARLES MENC

DATE: EXECUTIVE DIRECTOR

JULY 14, 2014

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF RENEWAL OF CONTRACT

TO: AFAC
2708 SOUTH NELSON STREET
ARLINGTON, VA 22206

DATE ISSUED: JULY 18, 2013

CURRENT REFERENCE NO: 201-11-3

CONTRACT TITLE: EMERGENCY NEEDS
GRANT

PRIOR REFERENCE NO: 258-10-3

**THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL
THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JUNE 30, 2014.

The contract document consist of Agreement No. 306-09-3, as amended.

CONTRACT PRICING:

REFER TO AGREEMENT 306-09-3 AMENDMENT NO. 4 ATTACHED.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CHARLES MENG VENDOR TEL. NO.: 703-845-8486
EMAIL ADDRESS: charles.meng@afac.org
COUNTY CONTACT: NANCY HART 703-228-1316

CONTRACT AUTHORIZATION

DISTRIBUTION


LETTE GONZALEZ

Procurement Officer

7/18/13
DATE

BID FOLDER:

1

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 306-09-3

AMENDMENT NUMBER 4

NEW REFERENCE NUMBER 201-11-3

This Amendment Number 4 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 306-09-3, as amended by Amendments No. 1 and 3 (Main Agreement) and made between ARLINGTON FOOD ASSISTANCE CENTER, 2708 South Nelson Street, Arlington VA 22206 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the term of the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

REVISED THE CONTRACT TERM AND PARAGRAPH TO READ AS FOLLOWS:

The Contract Term shall be from the date the Agreement is executed by the County through June 30, 2014 (Fiscal Contract Year) and will continue thereafter until the County board of Arlington County no longer authorizes funds for the services covered by this Contract. Each successive Contract Year in which the County Board authorizes funds shall cover the period from July 1 through June 30.

REVISED THE CONTRACT AMOUNT PARAGRAPH TO READ AS FOLLOWS:

The Contract Amount may vary year-to-year based on the amount of funds appropriated by the County Board of Arlington County for the services covered by this Contract. The Contractor will be notified of the approved budget amount, and continuation of the Contract, not less than thirty (3) days prior to start of a new Contract Year through issuance of a Purchase Order.

If funds are not appropriated for the continuation of this Contract, the Contractor will be giving notice pursuant to the contract Non-Appropriation paragraph.

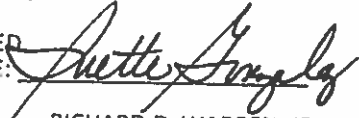
Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE:

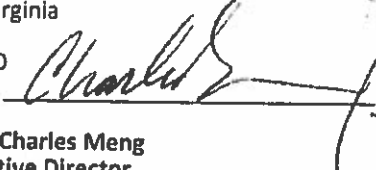


NAME AND TITLE: RICHARD D. WARREN, JR.
PURCHASING AGENT

DATE: July 12, 2013

ARLINGTON FOOD ASSISTANCE CENTER
Arlington, Virginia

AUTHORIZED
SIGNATURE:



NAME AND TITLE: Charles Meng
Executive Director

DATE: July 12, 2013

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 306-09-3

AMENDMENT NUMBER 3

NEW REFERENCE NUMBER 201-11-3

This Amendment Number 3 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 306-09-3, as amended by Amendments No. 1 and 2 (Main Agreement) and made between ARLINGTON FOOD ASSISTANCE CENTER, 2708 South Nelson Street, Arlington VA 22206 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the term of the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM

Work under this Agreement shall continue from July 1, 2012 until June 30, 2013 subject to any such modifications as provided in the Contract Documents.

Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer.

CHANGE THE "CONTRACT AMOUNT" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT AMOUNT

The County will pay the Contractor an amount not to exceed \$405,530 for this contract term for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents.

Payment shall be made in four (4) installments of \$101,382.50.

EXHIBIT A: CHANGES NEED TO BE MADE TO THE FOLLOWING SECTIONS

The Economic Independence Division Agrees to:

Provide \$405,530 for emergency food, milk, eggs, meat and canned goods to AFAC for July 1, 2012 through June 30, 2013. AFAC will contribute an amount equal to \$0.50 per dollar provided by the County.

EXHIBIT B: CHANGES NEED TO BE MADE TO THE FOLLOWING SECTIONS

Arlington Food Assistance Center Agrees to:

Provide to the Economic Independence Division of Arlington County's Department of Human Services a projected budget of no less than the amount required as a contributed match in contributions, donations and grants.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ARLINGTON FOOD ASSISTANCE CENTER

AUTHORIZED
SIGNATURE:

Juette Ampley
for RICHARD D. WARREN, JR.
PURCHASING AGENT

AUTHORIZED
SIGNATURE:

Charles Meng
CHARLES MENG

NAME AND
TITLE:

RICHARD D. WARREN, JR.
PURCHASING AGENT

NAME AND
TITLE:

EXECUTIVE DIRECTOR

DATE:

6/6/12

DATE:

MAY 31, 2013

Arlington Food Assistance Center: Fiscal Year 2013**Proposed Usage of Food Budget**

	<i>Total</i>	<i>Percent</i>	<i>Arlington County</i>	<i>AFAC</i>
Milk 1%	36,600	5.5%	22,304	14,296
Milk 2%	85,500	13.0%	52,719	32,781
Eggs	83,500	12.7%	51,502	31,998
Chicken	90,000	13.6%	55,152	34,848
<i>Subtotal</i>	295,500	44.8%	181,677	113,823
All Other	364,500	55.2%	223,853	140,647
Total	660,000		405,530	254,470

NB: Actual expenditures depends on market pricing and client demand.



DEPARTMENT OF HUMAN SERVICES

Director's Office

2100 Washington Blvd., 4th Floor, Arlington, VA 22204
TEL 703-228-1790 FAX 703-228-1146 TTY 703-228-1788 www.arlingtonva.us

April 23, 2012

Charles Meng
Arlington Food Assistance Center (AFAC)
2708 South Nelson Street
Arlington, VA 22206
SENT VIA E-MAIL

Dear Mr. Charles Meng:

I am pleased to inform you that the Fiscal Year 2013 budget was formally adopted by the County Board on Saturday, April 21, 2012. Your funding allocation for FY 2013 is **\$405,530**. If you have any questions, please check with your contract liaison.

Our shared clients are direct beneficiaries of the County Board's strong support for affordable housing. Many of them would be priced out of Arlington altogether if not for concerted efforts to make housing more affordable. Targeted human services requests also received favorable consideration. Following are County Board appropriations of interest to human services providers:

- **Housing Grants** – \$2.2M in one-time funds to provide rent subsidies to low-income residents who meet eligibility requirements
- **Permanent Supportive Housing** – \$248,064 in ongoing funds to provide housing for persons with disabilities
- **Homeless Prevention and Rapid Re-Housing Program (HPRP)** – \$200,000 in one-time funds to prevent eviction and stabilize housing for Arlingtonians at risk of homelessness
- **Arlington Street People's Assistance Network** – \$100,000 in one-time funds for case management services to HPRP and 100 Homes Initiative
- **Housing pilot for singles** – \$50,000 in one-time funds for second year of emergency rental needs pilot for single adults
- **Child psychiatry** – \$97,500 in ongoing funds to increase number of psychiatry hours for children and youth
- **Independent living** – \$70,000 in ongoing funds to develop new independent living program for youth with serious mental illness
- **Recovery** – \$40,000 in ongoing funds to augment recovery programs for behavioral healthcare consumers
- **Job Avenue** – \$66,000 in one-time funds and \$100,000 in ongoing funds to increase supported employment services for persons with serious mental illness and substance abuse

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF RENEWAL OF CONTRACT

TO: AFAC
2708 SOUTH NELSON STREET
ARLINGTON, VA 22206

DATE ISSUED: JUNE 7, 2012

CURRENT REFERENCE NO: 201-11-3

CONTRACT TITLE: EMERGENCY NEEDS
GRANT

PRIOR REFERENCE NO: 258-10-3

THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Award is effective JULY 1, 2012 and expires on JUNE 30, 2013.

The contract document consist of Agreement No. 306-09-3, as amended.

CONTRACT PRICING:

REFER TO AGREEMENT 306-09-3 AMENDMENT NO. 3 ATTACHED.


EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CHARLES MENG VENDOR TEL. NO.: 703-845-8486
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1473207
EMAIL ADDRESS: charles.meng@afac.org
COUNTY CONTACT: NANCY HART 703-228-1316

CONTRACT AUTHORIZATION

DISTRIBUTION


IVETTE GONZALEZ
Procurement Officer

6/7/12
DATE

BID FOLDER: 1

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: AFAC
2708 SOUTH NELSON STREET
ARLINGTON, VA 22206

DATE ISSUED: JUNE 1, 2011

CURRENT REFERENCE NO: 201-11-3

CONTRACT TITLE: EMERGENCY NEEDS
GRANT

PRIOR REFERENCE NO: 258-10-3

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced grant. The contract term covered by this
Notice of Award is effective JULY 1, 2011 and expires on JUNE 30, 2012.

The contract document consist of Agreement No. 306-09-3, as amended.

CONTRACT PRICING:

REFER TO AGREEMENT 306-09-3 AMENDMENT NO. 2 ATTACHED.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT
AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CHARLES MENG VENDOR TEL. NO.: 703-845-8486

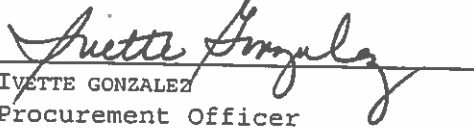
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1473207

EMAIL ADDRESS: charles.meng@afac.org

COUNTY CONTACT: NANCY HART 703-228-1316

CONTRACT AUTHORIZATION

DISTRIBUTION


IVETTE GONZALEZ
Procurement Officer

6/1/11
DATE

BID FOLDER: 1

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 306-09-3

AMENDMENT NUMBER 2

NEW REFERENCE NUMBER 201-11-3

This Amendment Number 2 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 306-09-3, as amended by Amendments No. 1 (Main Agreement) and made between ARLINGTON FOOD ASSISTANCE CENTER, 2708 South Nelson Street, Arlington VA 22206 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the term of the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM

Work under this Agreement shall continue from July 1, 2011 until June 30, 2012 (second "Subsequent Contract Term"), subject to any such modifications as provided in the Contract Documents.

Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer.

CHANGE THE "CONTRACT AMOUNT" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT AMOUNT

The County will pay the Contractor an amount not to exceed \$365,400 for this contract term for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents.

Payment shall be made in four (4) installments of \$91,350.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ARLINGTON FOOD ASSISTANCE CENTER

TAXPAYER
ID NUMBER, SSN/EIN: 54-1473207

AUTHORIZED
SIGNATURE: *Amette Gonzalez*

AUTHORIZED
SIGNATURE: *Charles Meng*

NAME AND
TITLE: *for* RICHARD D. WARREN, JR.
PURCHASING AGENT

NAME AND
TITLE: CHARLES MENG EXECUTIVE
DIRECTOR

DATE: 5/5/11

DATE: MAY 3, 2011

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: AFAC
2708 SOUTH NELSON STREET
ARLINGTON, VA 22206

DATE ISSUED: JUNE 21, 2010

CURRENT REFERENCE NO: 258-10-3

CONTRACT TITLE: EMERGENCY NEEDS
GRANT

PRIOR REFERENCE NO: 306-09-3

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced grant. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JUNE 30, 2011.

The contract document consist of Agreement No. 306-09-3, as amended.

CONTRACT PRICING:


REFER TO AGREEMENT 306-09-3 AMENDMENT NO. 1 ATTACHED.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CHARLES MENG VENDOR TEL. NO.: 703-845-8486
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1473207
EMAIL ADDRESS: charles.meng@afac.org
COUNTY CONTACT: NANCY HART 703-228-1316

CONTRACT AUTHORIZATION


YVETTE GONZALEZ
Procurement Officer

DISTRIBUTION

6/21/10
DATE

VENDOR: 1
BID FOLDER: 2

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 306-09-3

THIS AGREEMENT is made, on the date of execution by the County, between the ARLINGTON FOOD ASSISTANCE CENTER, 2708 South Nelson Street, Arlington VA 22206 (Contractor) and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A (Scope of Work). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to provide services to Arlington County residents who need emergency food. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

PROJECT OFFICER

The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Human Services or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

CONTRACT TERM

The Contractor shall provide the service designated in Exhibit A beginning July 1, 2009, and unless terminated as provided below, shall continue until June 30, 2010 renewable thereafter at the sole discretion of the County at annual amounts to be determined by the County."

CONTRACT AMOUNT

The County will pay the Contractor an amount not to exceed \$336,530 for this contract term for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents.

ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in Exhibit and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

COUNTY EMPLOYEES

No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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 related 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.
- D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in

employment and mandates their full participation in both publicly and privately provided services and activities.

E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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 of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes 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 the Arlington County Resolution, 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 the contract.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over \$5,000.00 per transaction and purchases of services over \$500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over \$5,000 per transaction or purchases of services over \$500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services

without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other

offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

LIABILITY

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

AUTHORITY TO TRANSACT BUSINESS

Any firm or entity submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE LEGAL FORM OF THE ENTITY. The proper legal name of the firm or entity must be written in the space provided on the Bid Form or Proposal Form. The County may require a firm to provide documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure of a firm to provide such documentation shall be grounds for cancellation of the award.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

RELATION TO COUNTY

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

ARLINGTON COUNTY PURCHASING RESOLUTION

The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

PATENTS AND ROYALTIES

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or

materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts 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 the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

AUDIT

The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the

County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

CONFIDENTIALITY AND RETURN OF RECORDS

The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

PROJECT STAFF

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

SAFETY

The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current

applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the award.

REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least 30% recycled-content and/or tree free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);

- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

TERMINATION FOR CAUSE

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and

guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required or otherwise defaults, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the fifteen (15) days period specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract.

In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs.

Upon any termination for cause, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor.

Except as otherwise directed by the County, the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for cause shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - \$1,000,000 combined single limit coverage with \$1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Directors and Officers Liability - The Contractor shall provide insurance evidencing Directors and Officer Liability in the amount of \$50,000.

Employee Dishonesty - The Contractor shall purchase Employee Dishonesty insurance which will pay for loss to the County's property or money, caused by the fraudulent or dishonest acts of the Contractor's employees, and agents, whether acting alone or in collusion with others in the amount of \$50,000

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior

written notice has been given to the Purchasing Agent, Arlington County, Virginia."

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - \$500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

AMENDMENTS

This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgement or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

WITNESS these signatures:
THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE:



NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT

DATE: _____

ARLINGTON FOOD ASSISTANCE
CENTER

ID (SSN/EIN) 54-1473207

AUTHORIZED
SIGNATURE:



NAME AND
TITLE: CHRISTINE L. LUCAS
EXECUTIVE DIRECTOR

DATE: 7-16-09

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 306-09-3

AMENDMENT NUMBER 1

NEW REFERENCE NUMBER 258-10-3

This Amendment Number 1 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 306-09-3 (Main Agreement) and made between ARLINGTON FOOD ASSISTANCE CENTER, 2708 South Nelson Street, Arlington VA 22206 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the term of the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM

Work under this Agreement shall continue from July 1, 2010 until June 30, 2011 (second "Subsequent Contract Term"), subject to any such modifications as provided in the Contract Documents.

Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer.

CHANGE THE "CONTRACT AMOUNT" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT AMOUNT

The County will pay the Contractor an amount not to exceed \$339,530 for this contract term for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents.

Exhibit A: Changes need to be made to the following Sections

A. The Economic Independence Division Agrees to:

1. Provide \$339,530 for emergency food, milk, eggs, meat and canned goods to AFAC for July 1, 2010 through June 30, 2011. Of this, \$124,530 will be provided only if matching funds of \$62,265 are provided by AFAC (\$1.00 of private contributions, donations or private grants for each \$2.00 of County funds). DHS requires no match for the additional funding received under the Safety Net allocation nor for the \$20,000 received in Community Services Block Grant (CSBG) funding, No federal, state, or local government grant or funding will be matched

2. Provide funds to AFAC on a quarterly basis, on or about July 1, October 1, January 1, and April during the fiscal year on receipt of invoice and assuming compliance with the terms of this Agreement

B. Arlington Food Assistance Center Agrees to:

1. Provide to the Economic Independence Division/Arlington County Department of Human Services a projected budget of no less than \$62,265 in private contributions, donations, or private grants for the Agreement period.
2. Provide to Arlington County by the 10th of the month following Documentation each quarter:
 - a) Quarterly invoices on the DHS form to request funding.
 - b) Quarterly documentation of budgeted expenditures for the previous quarter
3. Provide biannually to Arlington County an audit of the previous fiscal year. This audit is due November of each odd-numbered calendar year for the previous fiscal year, e.g. in November of 2011 for FY 2011.
4. Provide each month to the County the Weekly Distribution Activity Report.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

ARLINGTON FOOD ASSISTANCE CENTER

TAXPAYER
ID NUMBER, SSN/EIN: 54-1473207

AUTHORIZED SIGNATURE: *Frutte Smyly*

AUTHORIZED SIGNATURE: *Charles Mena*

NAME AND TITLE: fr RICHARD D. WARREN, JR.
PURCHASING AGENT

NAME AND TITLE: CHARLES MENA
ACTING EXEC. DIRECTOR

DATE: 6/21/10

DATE: JUNE 17, 2010

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**ARLINGTON COUNTY, VIRGINIA
INTER-DEPARTMENTAL MEMORANDUM**

June 15, 2010

TO: Anita Friedman, Director, Economic Independence Division, DHS
FROM: *NM* Nicolette Modaber, CDBG Financial Mgr., CPHD/HCD
SUBJECT: Memorandum of Understanding for CSBG funds for the Arlington Food Aid Center allocation

Enclosed are two copies of the Memorandum of Understanding between the Housing Division (HD) of the Department of Community Planning, Housing and Development and the Economic Independence Division of the Department of Human Services for the Arlington Food Aid Center CSBG allocation.

Please review the Memorandum and let me know as soon as possible if you have any questions. The Memorandum covers CSBG funds for the program year FY11.

If there are no issues with the Memorandum, please sign all copies and return to my attention. Your department will receive a fully executed copy of the Memorandum after the CPHD Housing Director has signed them.

Please contact me at 703-228-3761 if you have any questions.

**ARLINGTON COUNTY, VIRGINIA
INTER-DEPARTMENTAL MEMORANDUM**

June 15, 2010

TO: Anita Friedman, Director, Economic Independence Division, DHS
FROM: Kenneth M. Aughenbaugh, Director, HD, CPHD
SUBJECT: Memorandum of Understanding for Food Bank grant

This is a Memorandum of Understanding between the Housing Division (HD) of the Department of Community Planning, Housing and Development, and the Department of Human Services (DHS) for a food bank project funded by the Community Services Block Grant program as specified below:

Statement of Purpose

The purpose of the food bank program, implemented by the Arlington Food Assistance Center (AFAC), is to provide supplemental food to low-income Arlington residents.

Statement of Work

1. DHS agrees to serve 35 unduplicated households per year through the Arlington Food Assistance Center, by providing emergency food.

Program Evaluation

DHS agrees to be evaluated annually based on the attached Exhibit A, the Program Evaluation Form.

Period of Performance

HD and DHS shall operate under this memorandum of understanding from July 1, 2010 through June 30, 2011.

Costs

DHS agrees to perform the services specified above within the specified period of performance for a cost not to exceed \$20,000. Expenditures are to be made in accordance with the attached budget (Exhibit B). DHS shall set up and maintain a separate activity number in the County's financial system to record expenditures for the program. The HD Financial Manager shall have access to

Exhibit A

**Arlington County, Virginia
Community Services Block Grant
Program Evaluation**

PROGRAM:	AFAC Food Bank Program		
AGENCY:	Department of Human Services		
ALLOCATION:	\$20,000 (CSBG)		
GRANT YEAR:	FY 2011		
CONTRACT STAFF:	Folda Nedd		
EVALUATION PERIOD:	July 1, 2010-June 30, 2011		
EVALUATION COMPLETED:			
PROGRAM GOAL: Provide supplemental food and milk for families and individuals			
TYPE OF ACTIVITY: (This is CSBG type - childcare, community organization, etc.)	Emergency Services		
			Expected/Actual
KEY INDICATORS:	Purchase Food and milk for 35 unduplicated families		35 families served/
LEVERAGING:	Federal		
	State		
	Local		
	Private		
	TOTAL		

graduates	
Total	0
10. Other Characteristics	# of Persons
a. Have <u>No</u> health Insurance	
b. Have Health Insurance	
c. Total Surveyed for Health Ins.	0
d. Are Disabled	
e. Are <u>Not</u> Disabled	
f. Total Surveyed for Disability	0
<p>*Note: Race - Other (8.c.) - Include American Indian, Alaskan Native, Asian, Native Hawaiian, Other Pacific Islander, and All Others. Please note that Hispanic/Latino is no longer considered to be a race but an ethnicity only. Hispanic/Latino clients should self select the race with which they identify themselves.</p>	

14. Level of Family Income (% of Poverty)	# of Families
a. Up to 50%	
b. 51% to 75%	
c. 76% to 100%	
d. 101% to 125%	
e. 126% to 150%	
f. 151% and over	
Total	0
15. HOUSING	# of Families
a. Own	
b. Rent	
c. Homeless	
d. Other	
Total	0

**ARLINGTON COUNTY, VIRGINIA
INTER-DEPARTMENTAL MEMORANDUM**

June 11, 2010

TO: Anita Friedman, Director, Economic Independence Division, DHS
FROM: Kenneth M. Aughenbaugh, Director, HD, CPHD
SUBJECT: Memorandum of Understanding for Food Bank grant

This is a Memorandum of Understanding between the Housing Division (HD) of the Department of Community Planning, Housing and Development, and the Department of Human Services (DHS) for a food bank project funded by the Community Services Block Grant program as specified below:

Statement of Purpose

The purpose of the food bank program, implemented by the Arlington Food Assistance Center (AFAC), is to provide supplemental food to low-income Arlington residents.

Statement of Work

1. DHS agrees to serve 35 unduplicated households per year through the Arlington Food Assistance Center, by providing emergency food.

Program Evaluation

DHS agrees to be evaluated annually based on the attached Exhibit A, the Program Evaluation Form.

Period of Performance

HD and DHS shall operate under this memorandum of understanding from July 1, 2010 through June 30, 2011.

Costs

DHS agrees to perform the services specified above within the specified period of performance for a cost not to exceed \$20,000. Expenditures are to be made in accordance with the attached budget (Exhibit B). DHS shall set up and maintain a separate activity number in the County's financial system to record expenditures for the program. The HD Financial Manager shall have access to

Exhibit A

**Arlington County, Virginia
Community Services Block Grant
Program Evaluation**

PROGRAM:	AFAC Food Bank Program		
AGENCY:	Department of Human Services		
ALLOCATION:	\$20,000 (CSBG)		
GRANT YEAR:	FY 2011		
CONTRACT STAFF:	Rolda Nedd		
EVALUATION PERIOD:	July 1, 2010-June 30, 2011		
EVALUATION COMPLETED:			
PROGRAM GOAL: Provide supplemental food and milk for families and individuals			
TYPE OF ACTIVITY: (This is CSBG type - childcare, community organization, etc.)	Emergency Services		
			Expected/Actual
KEY INDICATORS:	Purchase Food and milk for 35 unduplicated families		35 families served/
LEVERAGING:	Federal		
	State		
	Local		
	Private		
	TOTAL		

graduates	
Total	0
10. Other Characteristics	# of Persons
a. Have <u>No</u> health Insurance	
b. Have Health Insurance	
c. Total Surveyed for Health Ins.	0
d. Are Disabled	
e. Are <u>Not</u> Disabled	
f. Total Surveyed for Disability	0
<p>*Note: Race - Other (8.c.) - Include American Indian, Alaskan Native, Asian, Native Hawaiian, Other Pacific Islander, and All Others. Please note that Hispanic/Latino is no longer considered to be a race but an ethnicity only. Hispanic/Latino clients should self select the race with which they identify themselves.</p>	

14. Level of Family Income (% of Poverty)	# of Families
a. Up to 50%	
b. 51% to 75%	
c. 76% to 100%	
d. 101% to 125%	
e. 126% to 150%	
f. 151% and over	
Total	0
15. HOUSING	# of Families
a. Own	
b. Rent	
c. Homeless	
d. Other	
Total	0

Arlington Food Assistance Center Fiscal Year 2011 Budget			
SUMMARY		Proposed FY11 Budget	
		Baseline	+ Initiatives
AFAC Budget			
Income			
	1	Cash & In-Kind	1,355,000
	2	Grants	419,000
	3	Investment Income	4,300
	2	Institutional Support	(36,920)
		TOTAL INCOME	1,741,380
EXPENSE			
		FOOD	467,000
	1	<i>Add'l chicken to large families</i>	15,000
	2	<i>Additional Produce Purchases</i>	10,000
	3	<i>Expansion to additional Elderly Facilities</i>	30,000
	4	<i>Back Pack Program with ACPS</i>	5,000
	5	<i>Community Partnership Programs</i>	10,000
		TOTAL FOOD Initiatives:	70,000
		TRANSPORTATION	38,300
		WAREHOUSE	27,400
		SALARIES & RELATED	659,000
	1.	<i>Health Benefits Program (Premium Payments Only)</i>	48,000
		<i>Eliminate Current Health Benefits</i>	(12,000)
		Subtotal:	36,000

	2.	<i>Make Holiday Workers Permanent</i>		90,100
		<i>Eliminate continuance of Holiday Workers</i>		(29,100)
		Subtotal:		61,000
	3	<i>Performance-based wage adjustments</i>		20,000
	4	<i>Add'l training</i>		10,000
	5	<i>Additional Fund Raising Position</i>		78,740
		TOTAL SALARIES & RELATED Initiatives:		205,740
		OTHER LABOR	45,100	
		OCCUPANCY	80,000	
		NON-PERSONNEL	73,100	
	1.	<i>Paychex Administrative Fee (Health Benefits)</i>		14,400
		<i>Payroll Processing - included in Admin Fee Above</i>		(4,000)
		Subtotal:		10,400
	2	<i>IT Plan Upgrades</i>		18,000
		<i>Software licenses</i>		1,540
		Subtotal:		19,540
		TOTAL NON-PERSONNEL Initiatives:		29,940
		TRAVEL & MEETING	2,000	
	1	<i>Expenses for meetings with Civic Leaders</i>		2,000
		TOTAL TRAVEL & MEETING Initiatives:		2,000
		MISCELLANEOUS	41,800	
		Total Baseline	1,433,700	
		Total Initiatives		307,680

TOTAL EXPENSE: Fiscal Year 2011			1,741,380
Donated Food		\$2,760,000	
Volunteers		518,900	
TOTAL: including Donated Food & Volunteer Hours		3,278,900	5,020,280
<i>Approved by Resolution of the AFAC Board of Directors, June 12, 2010</i>			

AGREEMENT NO.306-09-3

EXHIBIT A

SCOPE OF WORK

This is an Agreement between Arlington Food Assistance Center (AFAC) and the Economic Independence Division, Arlington County Department of Human Services (DHS) regarding AFAC participation in the FY 2010 Emergency Needs Fund.

THE ECONOMIC INDEPENDENCE DIVISION AGREES TO:

1. Provide \$336,530 for emergency food, milk, eggs, meat and canned goods to AFAC for July 1, 2009 through June 30, 2010. Of this total, DHS will provide \$124,530 only if matching funds of \$62,265 is provided by AFAC (\$1.00 of private contributions, donations, or private grants for each \$2.00 of County money). The additional DHS funding is one time Safety Net funding of \$170,000 and \$42,000 of Community Services Block Grant (CSBG) funding. No federal, state, or local government grants or funds will be matched.
2. Provide funds to AFAC on a quarterly basis, e.g. on or about July 1, October 1, January 1, and April 1 during FY 2010, assuming compliancy with the terms of this Agreement.
3. Provide AFAC with the required forms to submit statistical and financial data to DHS.
4. Provide liaison services and consultation to AFAC, as needed.
5. Provide meetings, as needed, with personnel from participating Emergency Needs Agencies and written policy and procedures for the operation of the Emergency Needs Fund.

ARLINGTON FOOD ASSISTANCE CENTER AGREES TO:

1. Provide to the Economic Independence Division/Arlington County Department of Human Services a projected budget of no less than \$62,265 in private contributions, donations, or private grants for the period of this Agreement (July 1, 2009 to June 30, 2010) for matching funds.
2. Provide services to Arlington County residents who need emergency food and who have been referred by public, private and voluntary Arlington agencies. Services shall be provided during AFAC's designated times for food distribution Monday through Saturday.
3. Provide services to clients without regard to race, color, creed, sex, age, sexual orientation, handicap or national origin.

4. Provide to Arlington County by the 10th of each month following a quarter:
 - 1) Quarterly invoices on the DHS form to request funding in FY 2010: July, October, January and March.
 - 2) Quarterly documentation of expenditures in the previous quarter for approvable expenses. By July 7, 2010 provide the documentation of the last quarter of FY expenses for the reimbursable expenditures. Any funding due to DHS after this reconciliation will be deducted from any future allotment.
 - 3) Documentation of \$62,265 in matching funds will be provided when received. These reports shall be submitted to:

DHS
Nancy Hart, Contract Specialist
3033 Wilson Blvd. Suite 300A
Arlington, Virginia 22201

Failure to submit these forms and acceptable support documentation within the prescribed timeframe may delay the disbursement of DHS funds.

5. Provide services in accordance with the Policy and Procedures Manual for the Arlington County Emergency Needs Fund.
6. Provide to Arlington County guidelines for client population to be served by AFAC.
7. Provide to Arlington County by September 30, 2009 an audit of FY 2009 (July 1, 2008 to June 30, 2009) emergency needs expenditures made by AFAC.

P.0148702

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

AMENDMENT NO. 1

TO:	DATE ISSUED:	<u>JANUARY 14, 2009</u>
	CURRENT REFERENCE NO:	<u>222-08-3</u>
AFAC 2708 South Nelson Street Arlington, VA 22206	CONTRACT TITLE:	<u>EMERGENCY NEEDS GRANT</u>
	PRIOR REFERENCE NO:	<u>161-07-3</u>

THIS IS AN AMENDED NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The above referenced contract is amended as shown below.

REFER TO AMENDMENT NO. 15 TO AGREEMENT NO. 321-99-3, ATTACHED.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: <u>CHRISTINE LUCAS</u>	VENDOR TEL. NO.:	<u>703-845-8486</u>
TAX IDENTIFICATION NUMBER (EIN/SSN): <u>54-1473207</u>		
EMAIL ADDRESS: <u>afacchristine@aol.com</u>		
COUNTY CONTACT: <u>NANCY HART</u>		<u>703-228-1327</u>

CONTRACT AUTHORIZATION

DISTRIBUTION

Delphine Lambert
 DELPHINE LAMBERT
 BUYER

01/14/09
 DATE

VENDOR: 1
 BID FOLDER: 2

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 321-99-3

AMENDMENT NO. 15

REFERENCE NO. 222-08-3

This Amendment Number 15 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 321-99-3 as amended by Amendments No. 1 through 14 ("Main Agreement as amended") and made between Arlington Food Assistance Center ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend to Work called for and the amounts to be paid under the Main Agreement, the Contractor and the Count, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

PAYMENT

An additional \$65,000 will be allocated in one time only funds for fiscal year 2009. The County will provide an additional \$32,500 for the third allotment (or as soon as the contract is signed) and \$32,500 for the fourth quarterly allotment. The additional funds shall be used to provide emergency food assistance to Arlington County residents. The contractor shall include the information on the expenditure of these funds in the reports required currently under the contract.

TERMS AND CONDITIONS

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement as amended. All terms and conditions of the Main Agreement as amended shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

SIGNED
BY:

PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT

DATE:

ARLINGTON FOOD ASSISTANCE CENTER

TAXPAYER ID NUMBER: 54-1473207

SIGNED
BY:

PRINT NAME: CHRISTINE L. LUCAS
AND TITLE: EXECUTIVE DIRECTOR

DATE:

Richard D. Warren, Jr.
Jan 1/14/09

Christine L. Lucas
1-12-09

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
#1 COURT HOUSE PLAZA, SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

101.434000.5110X,
ENF. 1000.5133

NOTICE OF AWARD OF CONTRACT

TO: AFAC
2708 South Nelson Street
Arlington, VA 22206

DATE ISSUED: JULY 22, 2009

CURRENT REFERENCE NO: 306-09-3

CONTRACT TITLE: EMERGENCY NEEDS
GRANT

PRIOR REFERENCE NO: 222-08-3

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced grant. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JUNE 30, 2010.

The contract document consist of Agreement No. 306-09-3, as amended.

CONTRACT PRICING:

REFER TO AMENDMENT NO. 14 TO AGREEMENT 321-99-3, ATTACHED.

CB of 42,000
+ 294,500
336,500

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CHRISTINE L. LUCAS VENDOR TEL. NO.: 703-845-8486
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1473207
EMAIL ADDRESS: afacchristine@aol.com
COUNTY CONTACT: NANCY HART 703-228-1316

CONTRACT AUTHORIZATION

DISTRIBUTION


IVETTE GONZALEZ
Procurement Officer

7/22/09
DATE

VENDOR: 1
BID FOLDER: 2

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 306-09-3

THIS AGREEMENT is made, on the date of execution by the County, between the ARLINGTON FOOD ASSISTANCE CENTER, 2708 South Nelson Street, Arlington VA 22206 (Contractor) and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A (Scope of Work). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to provide services to Arlington County residents who need emergency food. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

PROJECT OFFICER

The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Human Services or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

CONTRACT TERM

The Contractor shall provide the service designated in Exhibit A beginning July 1, 2009, and unless terminated as provided below, shall continue until June 30, 2010 renewable thereafter at the sole discretion of the County at annual amounts to be determined by the County."

CONTRACT AMOUNT

The County will pay the Contractor an amount not to exceed \$336,530 for this contract term for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents.

ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in Exhibit and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

COUNTY EMPLOYEES

No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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 related 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.
- D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in

employment and mandates their full participation in both publicly and privately provided services and activities.

E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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 of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes 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 the Arlington County Resolution, 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 the contract.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over \$5,000.00 per transaction and purchases of services over \$500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over \$5,000 per transaction or purchases of services over \$500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services

without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other

offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

LIABILITY

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

AUTHORITY TO TRANSACT BUSINESS

Any firm or entity submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE LEGAL FORM OF THE ENTITY. The proper legal name of the firm or entity must be written in the space provided on the Bid Form or Proposal Form. The County may require a firm to provide documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure of a firm to provide such documentation shall be grounds for cancellation of the award.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

RELATION TO COUNTY

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

ARLINGTON COUNTY PURCHASING RESOLUTION

The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

PATENTS AND ROYALTIES

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or

materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts 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 the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

AUDIT

The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the

County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

CONFIDENTIALITY AND RETURN OF RECORDS

The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

PROJECT STAFF

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

SAFETY

The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current

applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the award.

REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least 30% recycled-content and/or tree free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);

- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

TERMINATION FOR CAUSE

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and

guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required or otherwise defaults, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the fifteen (15) days period specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract.

In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs.

Upon any termination for cause, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor.

Except as otherwise directed by the County, the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for cause shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - \$1,000,000 combined single limit coverage with \$1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Directors and Officers Liability - The Contractor shall provide insurance evidencing Directors and Officer Liability in the amount of \$50,000.

Employee Dishonesty - The Contractor shall purchase Employee Dishonesty insurance which will pay for loss to the County's property or money, caused by the fraudulent or dishonest acts of the Contractor's employees, and agents, whether acting alone or in collusion with others in the amount of \$50,000

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior

written notice has been given to the Purchasing Agent, Arlington County, Virginia."

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - \$500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

AMENDMENTS

This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgement or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

WITNESS these signatures:
THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: _____

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT

DATE: _____

ARLINGTON FOOD ASSISTANCE
CENTER

ID (SSN/EIN) 54-1473207
AUTHORIZED
SIGNATURE: Christine L. Lucas

NAME AND
TITLE: CHRISTINE L. LUCAS
EXECUTIVE DIRECTOR
DATE: 7-16-09

AGREEMENT NO.306-09-3

EXHIBIT A

SCOPE OF WORK

This is an Agreement between Arlington Food Assistance Center (AFAC) and the Economic Independence Division, Arlington County Department of Human Services (DHS) regarding AFAC participation in the FY 2010 Emergency Needs Fund.

THE ECONOMIC INDEPENDENCE DIVISION AGREES TO:

1. Provide \$336,530 for emergency food, milk, eggs, meat and canned goods to AFAC for July 1, 2009 through June 30, 2010. Of this total, DHS will provide \$124,530 only if matching funds of \$62,265 is provided by AFAC (\$1.00 of private contributions, donations, or private grants for each \$2.00 of County money). The additional DHS funding is one time Safety Net funding of \$170,000 and \$42,000 of Community Services Block Grant (CSBG) funding. No federal, state, or local government grants or funds will be matched.
2. Provide funds to AFAC on a quarterly basis, e.g. on or about July 1, October 1, January 1, and April 1 during FY 2010, assuming compliancy with the terms of this Agreement.
3. Provide AFAC with the required forms to submit statistical and financial data to DHS.
4. Provide liaison services and consultation to AFAC, as needed.
5. Provide meetings, as needed, with personnel from participating Emergency Needs Agencies and written policy and procedures for the operation of the Emergency Needs Fund.

ARLINGTON FOOD ASSISTANCE CENTER AGREES TO:

1. Provide to the Economic Independence Division/Arlington County Department of Human Services a projected budget of no less than \$62,265 in private contributions, donations, or private grants for the period of this Agreement (July 1, 2009 to June 30, 2010) for matching funds.
2. Provide services to Arlington County residents who need emergency food and who have been referred by public, private and voluntary Arlington agencies. Services shall be provided during AFAC's designated times for food distribution Monday through Saturday.
3. Provide services to clients without regard to race, color, creed, sex, age, sexual orientation, handicap or national origin.

4. Provide to Arlington County by the 10th of each month following a quarter:

- 1) Quarterly invoices on the DHS form to request funding in FY 2010: July, October, January and March.
- 2) Quarterly documentation of expenditures in the previous quarter for approvable expenses. By July 7, 2010 provide the documentation of the last quarter of FY expenses for the reimbursable expenditures. Any funding due to DHS after this reconciliation will be deducted from any future allotment.
- 3) Documentation of \$62,265 in matching funds will be provided when received. These reports shall be submitted to:

DHS
Nancy Hart, Contract Specialist
3033 Wilson Blvd. Suite 300A
Arlington, Virginia 22201

Failure to submit these forms and acceptable support documentation within the prescribed timeframe may delay the disbursement of DHS funds.

5. Provide services in accordance with the Policy and Procedures Manual for the Arlington County Emergency Needs Fund.
6. Provide to Arlington County guidelines for client population to be served by AFAC.
7. Provide to Arlington County by September 30, 2009 an audit of FY 2009 (July 1, 2008 to June 30, 2009) emergency needs expenditures made by AFAC.