



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION**

**CONTRACT EXTRACT
NOTICE OF RENEWAL**

DATE:	August 23, 2019
CONTRACT COMMODITY/SERVICE:	Bottled Water & Other Beverages
CONTRACT NUMBER:	1725A
COMMODITY CODE:	390.91
CONTRACT PERIOD:	September 1, 2019 through August 31, 2020
RENEWAL OPTIONS:	3 additional 1-year periods through 2023
USER DEPARTMENT:	Schools and County
SUPPLIER:	Name Bottling Group, LLC Address 1520 Willis Road City, State Richmond, VA 23237 Contact Name Jeff Burks Phone Number 804-349-7630 Fax Number 804-783-6242 Email address Jeffrey.burks@pepsico.com
ORACLE SUPPLIER NUMBER:	8127
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 30
DELIVERY:	Weekly
FOB:	County of Henrico
BUYER:	Name Kennedy Williams Title Procurement Analyst I Phone 804-501-5690 Email WIL203@henrico.us

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number. Please see attached pricing sheet and scope of work.

Contract #1725A- Bottling Group, LLC

Item	Description	Ounces per Bottle	Price per Case
1	Aquafina	12 oz.	\$5.15
2	Aquafina	20 oz.	\$5.67
3	Life Water	23.7 oz.	\$9.27
4	Gatorade G2	12 oz.	\$11.85
5	Propel Zero	20 oz.	\$14.42
6	Lipton Pure Leaf	18.5 oz.	\$12.36
7	Diet Mt. Dew	20 oz.	\$10.82
8	Diet Mist Twist	20 oz.	\$10.82
9	Diet Pepsi	20 oz.	\$10.82
10	Diet Dr. Pepper	20 oz.	\$10.82
11	Mountain Dew Kickstart	12 oz.	\$9.27

SCOPE OF WORK/SERVICES

GENERAL HCPS REQUIREMENTS:

1. Bidder Specifications

- a. The Successful Bidder shall furnish and provide inside delivery of Bottled Water and Other Beverages, to Henrico County Public Schools (HCPS) locations. During the contract period, HCPS may add additional schools to the list.
- b. The Successful Bidder shall be a firm regularly engaged in the sale of bottled water and other beverages and have vending machine capabilities including maintenance service.
- c. The Successful Bidder shall be a full-line distributor and have a stocking warehouse for all bid items. A stocking warehouse shall be defined as a facility that has storage on premises for bottled water and other beverage items.
- d. The Successful Bidder shall have a Hazard Analysis and Critical Control Point (HACCP) plan available upon request.
- e. If product is produced in a facility in which peanut or tree nut products are also manufactured, SNS requires a manufacturer's statement detailing Bidder's Standard Operating Procedure (SOP) to prevent cross-contact.

2. **Beverage Specifications**

- a. All beverage products must meet the specifications stated in current and/or proposed USDA federal guidelines.
- b. Successful Bidder shall supply products in this bid that are processed, packaged and delivered in accordance with the regulations of the Virginia Health Department, U.S. Department of Agriculture, and requirements of the Federal Food, Drug and Cosmetic Act.
- c. All products shall be free from spoilage, contamination, deterioration, and other visible and non-visible damage.
- d. All products shall be packaged and labeled in accordance with accepted trade practices, in sufficiently sturdy, clean, and sealed containers and wrappers.
- e. Water, Tea and Sports Beverages: Shall be packaged in clear (not translucent) plastic bottles only. Glass packaging is not permitted.
- f. Diet Carbonated Beverages: Shall be packaged in plastic bottles only. Glass packaging is not permitted.
- g. All beverage products with the exception of diet carbonated beverages, must have expiration dates of no less than six (6) months from the date of delivery. All diet carbonated beverages must have expiration dates of no less than two (2) months from the date of delivery.
- h. All beverage products must have vending capabilities.

3. **Vending Specifications**

- a. **Minimum of 21 Vending Machines**: The Successful Bidder shall provide on loan to SNS a minimum of 21 glass front cold beverage vending machines (merchandisers) with robotic arms to SNS free of charge for the duration of the contract.
- b. **High Schools Only**: Successful Bidder shall deliver and install vending machines to nine (9) high schools. The amount and location of the machines may be adjusted during the course of the contract. However, nothing shall bind SNS to any set amount or locations of machines.
- c. **Machine Requirements**: The vending machines must be new, attractive, easy-to-load, and must provide security of product and money with a hasp and padlock. These units are required to have:
 - 1) Multi-price coin mechanism and dollar bill validator
 - 2) Capacity of approximately 400 bottles or cans
 - 3) Display for a minimum of twelve (12) items

- 4) SNS-approved modern advertisements that reflect nationally branded products contained in the machines
 - 5) Electrical requirements of 115 volts and 15 amps
 - 6) Electrical certification by a nationally recognized testing authority
 - 7) National Sanitation Foundation (NSF) approval
 - 8) SNS approval prior to installation
- d. **Delivery of Machines:** Vending machines must be delivered and installed within twenty (20) calendar days after award of contract.
- e. **Product Pricing:** Pricing of contract items shall be set by SNS.
- f. **Price Change in Machines:** When price changes are necessary, the Successful Bidder must visit each site and change the prices in the machines as required within 30 days of notification by SNS.
- g. **ADA Requirements:** All vending machines must comply with current ADA (American Disabilities Act) requirement to ensure proper height and reach controls and coinage are in accordance with established requirements of the ADA.
- h. **Employee Training:** Two designated employees at each school location will be trained by the Successful Bidder in the general operation, loading and cleaning of all machines and the collection of money.
- i. **Vending Maintenance and Repairs:** The Successful Bidder shall perform all maintenance and repairs of the vending machines and furnish all necessary parts at no additional cost to SNS.
- 1) **Repair Requests:** The Successful Bidder shall provide 24-hour response time for service requests by the Cafeteria Managers to repair or replace inoperative machines. For any replacement machines, Successful Bidder must notify Cafeteria Manager 24 hours prior to delivery.
 - 2) **PM Plan:** The Successful Bidder shall provide with the bid submission a preventive maintenance plan for all of the Successful Bidder's vending machines that includes, but is not limited to, cleaning coin mechanisms and bill acceptors; cleaning compressor fins and evaporator coils; cleaning door seals, delivery door seals and interiors and exteriors of cabinets; cleaning rear and inlet screens; and replacing filters. Preventive maintenance shall be performed in accordance with the equipment manufacturer's specifications. The Successful Bidder shall provide a schedule for the preventive maintenance no later than three (3) weeks after the award date.
 - 3) **Regular Maintenance Requests:** The Successful Bidder shall provide a 48-hour response time for regular maintenance requests by the Cafeteria Managers during the school year. Maintenance responsibilities shall also include guarantee of button graphics matching product indicated and proper pricing labels.

- 4) **Annual Maintenance:** The Successful Bidder shall provide annual maintenance for all vending machines during the first two weeks of August each school year.
- 5) **Failure to Respond:** If the Successful Bidder does not respond to service calls to repair or replace inoperative machines within 24 hours, HCPS may obtain repair services by solicitation and the Successful Bidder shall reimburse the County for all costs.

4. Facility Product Inspection Testing and Samples

- a. The County of Henrico/ School Nutrition Services will have the right to inspect the premises, facilities, and processing methods for producing items covered by this solicitation and resultant contract.
- b. The County of Henrico/ School Nutrition Services reserves the right to conduct any tests or evaluations deemed necessary to determine conformance of offered product with the specification and/or conduct a sensory evaluation (e.g. student taste tasting) on the variables of flavor, color, and texture before award of bid. Standard test may be conducted for any items delivered for the purpose of insuring satisfactory contractor performance. All products in this contract will also be subject to random product testing during the term of the contract.
- c. If requested by HCPS, the Bidder shall furnish samples of any bid item submitted within five (5) business days of request. Failure to submit requested samples may eliminate Bidder from further consideration. Samples shall be packed in original container and marked 'SAMPLE' with Bid Number and Bidder's name and address. Samples will be evaluated to determine compliance with all major characteristics of indicated brand name. Samples that fail to conform to all said characteristics shall result in rejection of bid. Samples shall be sent to: Henrico School Nutrition Services – Director SNS, 3751A Nine Mile Road, Henrico, VA 23223.

5. No Substitutions

No substitution of products under contract will be allowed without the written approval of the Director or Assistant Director of SNS or their appointed representative.

6. Product Changes

The SNS Director or Registered Dietitian shall be informed immediately of any changes to size or content of contract items. A nutritional analysis shall be provided immediately. Failure to do so may be grounds to cancel the existing contract. SNS will make the determination if the product meets school nutrition requirements.

7. Product Recalls

- a. The Successful Bidder shall have a Standard Operating Procedure (SOP) in place to effectively respond to food recalls. This process shall include immediate notification to the Director of SNS and assurance that recalled products are identified and removed from school sites in the most expedient manner.
- b. The Director of SNS must be notified by Successful Bidder within 24 hours of a product recall via phone or email. A written manufacturer's media statement explaining the recall must be provided to the Director of SNS for immediate release to HCPS.

- c. The Successful Bidder shall either issue a credit or deliver a comparable substitute at the discretion of SNS.
- d. All costs associated with the product recall, which include, but are not limited to transportation and handling costs, may be borne by the Successful Bidder and are not the responsibility of COH or HCPS.

8. No Sub-Contract Services

The Successful Bidder shall not sub-contract any services, deliveries, or other responsibilities set forth in this IFB.

9. Product Shortages/Poor Performance

Poor performance including frequent product shortages without justification, inferior products, and inferior service/delivery may be grounds for the potential termination of contract.

10. Orders and Deliveries

- a. **Exact Brand:** Items delivered to HCPS shall be the exact brand and item as listed on the Successful Bidder's Bid Form.
- b. **Inferior Product:** If any delivered product is found to be inferior or is not the original product bid; the Successful Bidder will be given notice to pick up the product and issue credit to SNS. COH reserves the right to terminate the contract for said product.
- c. **No Additional Charges:** No added delivery or fuel charges shall be allowed under this contract.
- d. **Individual Orders:** SNS Managers or a designated employee will place individual orders directly with the Successful Bidder via paper format and will send by email or fax, or will phone in order to Successful Bidder. Also, SNS will work with a Successful Bidder in setting up orders on SNS electronic ordering system if preferred. The order form used will be provided by SNS, not the Successful Bidder.
- e. **Deliveries – Elementary & Middle Schools:** All fifty-nine (59) elementary and middle schools shall receive deliveries as needed and required by the Successful Bidder. All products shall be delivered and placed in a kitchen location designated by the SNS Manager.
- f. **Deliveries – High Schools:** All ten (10) high schools shall receive minimum weekly deliveries as required by the Successful Bidder. All products shall be delivered and placed in a kitchen location designated by the SNS Manager.
- g. **Deviation to Delivery Schedules:** Any deviations to the delivery schedules by the Successful Bidder shall require written approval by the SNS office.
- h. **Delivery Unfulfilled:** Should there be any issue with not fulfilling orders on normal delivery days; the Successful Bidder shall notify the SNS Manager by email no later than designated delivery date that the products will not be there for whatever reason. The Successful Bidder must also confirm that special delivery will be made the next day.

- i. **Out- of- Stock:** It is the responsibility of the Successful Bidder to notify the SNS office of out-of-stock items at least twenty-four (24) hours in advance and offer an approved substitute.
- j. **Late Deliveries:** When late deliveries are expected for any reason, the Successful Bidder must contact SNS and all schools affected either by phone or email. Persistent failure to meet delivery schedules is grounds for cancelling the contract.
- k. **Delivery Days:** Successful Bidder shall provide SNS a schedule of specific delivery days designated for each school and received by the Director of SNS at the beginning of the contract.
- l. **HCPS Calendar:** SNS shall provide a HCPS school calendar to the Successful Bidder. It is the responsibility of the Successful Bidder to make delivery adjustments for inclement weather, school closings and delays.
- m. **Summer Program:** Successful Bidder should anticipate and plan for beverage deliveries associated with the Summer Program which is administered from June through August each calendar year. Delivery schedules associated with the Summer Program will be coordinated with the SNS office. Summer schedule is Monday through Thursday from 7 AM until Noon.
- n. **Delivery Vehicles:** The Successful Bidder shall deliver all products in vehicles which are maintained in sanitary condition.
- o. **Delivery Hours:** Deliveries shall be between the hours of 7:00 AM and 2:00 PM. Hours of operation for Elementary School locations end at 1:30 PM and all Middle and High School locations end at 2:00 PM. There will be no Saturday, Sunday or HCPS holiday deliveries. Deliveries made on weeks that include HCPS holidays shall be coordinated with the SNS Manager.
- p. **No Deliveries Before 7 am:** Deliveries shall not be made before 7:00 AM and no products shall be left outside the kitchen (i.e., by the door or on the loading dock). SNS will not accept responsibility for items that are damaged or missing when left outside, nor will they accept responsibility for payment if any items are delivered and the delivery ticket is not signed by authorized SNS personnel.
- q. **Deliveries Received:** All deliveries are to be checked and signed for by each local SNS personnel only. Non-SNS personnel including custodial staff are not authorized to sign for products. SNS will not accept responsibility for deliveries signed by non-SNS personnel.
- r. **Delivery Ticket/Invoice:** The Successful Bidder shall leave two (2) copies of the delivery ticket/invoice with the SNS Manager when a delivery is made to any school locations.
- s. **Driver Signature on Shortages/Returns:** Delivery drivers are required to sign or initial each delivery invoice if changes are made regarding shortages or returns.
- t. **Unapproved Goods:** SNS has the right to refuse any goods delivered to school locations that have not been approved or ordered by SNS prior to delivery. Delivery of non-approved items will be returned at the expense of the Successful Bidder.

- u. **Damaged Products:** Products delivered damaged shall be exchanged (picked up from HCPS and replaced by the Successful Bidder by the next business day or their value credited to SNS.) Product credits shall be indicated on the delivery invoice. Credit memos shall be sent to the main office of SNS.
- v. **Expired Products:** Products delivered with expiration dates less than six (6) months from date of delivery shall be rejected. If items expiring less than six (6) months from the date of delivery are inadvertently accepted, the Successful Bidder shall be notified and the product shall be exchanged (picked up from HCPS and replaced by the Successful Bidder the next business day or their value credited to SNS.)

The only exception is for diet carbonated beverages. Diet products delivered with expiration dates less than two (2) months from date of delivery shall be rejected. If items expiring less than two (2) months from the date of delivery are inadvertently accepted, the Successful Bidder shall be notified and the product shall be exchanged (picked up from HCPS and replaced by the Successful Bidder the next business day or their value credited to SNS). Product credits shall be indicated on the delivery invoice. Credit memos shall be sent to the main office of SNS.
- w. **Failure to Comply:** Failure to deliver items when ordered, to the location ordered, and according to the conditions set forth herein shall result in the purchase(s) being made at locally available sources with the difference between the contract price and the price actually paid, being charged to the Successful Bidder. Such sums may be deducted from funds already due the Successful Bidder.
- x. **Unit Price Adjustments:** An adjustment to unit prices shall be made for any item that has been decreased in individual serving size. Adjustment shall be made according to the per ounce price. Any price increases due to unforeseen circumstances incurred to COH and HCPS shall be the result of actual increased cost passed from the manufacturer to the supplier excluding any additional profits to the supplier. Proof of such increases from the manufacturer will be required before adjustments are considered for approval by the Director of SNS for specified contract items. Price increases shall be in accordance with Part II, General Terms and Conditions, Section J.
- y. **Slow Moving Products:** SNS will, over the course of the contract, determine how to reduce or eliminate slow moving items.

12. Billing

- a. **Monthly Billing Statements:** The Successful Bidder shall provide monthly statements for Henrico County School Nutrition Services no later than the fifth of each month or the first business day after the fifth of each month. At a minimum, the statements shall include the contract number, delivery ticket/invoice number, order number, credit memo (if applicable), a summary of the total quantity purchased, unit of measure, unit cost, and total by school location. School locations should be listed in alphabetical order. The Successful Bidder's monthly statement shall support the information listed on the individual delivery tickets/invoices.
- b. **Multiple Contracts:** If the Successful Bidder has multiple contracts with the County or HCPS, statements must be prepared separately and shall not be combined. All agencies involved shall receive invoices independent of the other agencies.

- c. **Non-Contract Items:** HCPS agrees to only pay the contract price for items listed on the contract. If during the life of the contract, non-contract products are requested by SNS Managers, the Successful Bidder must first obtain permission from the Director of School Nutrition Services or Assistant Director of School Nutrition Services before delivery of the products. If permission is not granted, HCPS will not take financial responsibility for the products.
- d. **Incorrect Billing:** HCPS will check the Successful Bidder's monthly statements against the delivery tickets/invoices to verify all charges. If the Successful Bidder doesn't provide monthly statements as requested, or if any discrepancy is discovered, HCPS reserves the right to return such statements to the Successful Bidder. Payment shall not be made until corrected statements are received by HCPS. Invoices will be paid monthly by the Henrico County School Board.
- e. **Usage Report:** Upon request, the Successful Bidder shall supply SNS with a current product-usage report that will provide monthly and year-to date usage of individual products. Individual product usage by school location is preferable.
- f. **Billing Address:** Monthly statements and credit memos referencing the contract number and order number shall be sent to the following:

Henrico County School Nutrition Services Accounts
Payable
3751A Nine Mile Road
Henrico, VA 23223

HENRICO COUNTY GENERAL GOVERNMENT AGENCIES REQUIREMENTS:

1. Beverage Specifications

- a. The Successful Bidder shall be a firm regularly engaged in the sale of bottled water and other beverages. All beverages must meet the specifications stated in current and/or proposed USDA federal guidelines.
- b. The Successful Bidder shall supply products in this bid that are processed, packaged and delivered in accordance with regulations of the Virginia Health Department, U.S. Department of Agriculture, and requirements of the Federal Food, Drug and Cosmetic Act.
- c. All products shall be free from spoilage, contamination, deterioration, and/or other visible and non-visible damage.
- d. All products shall be packaged and labeled in accordance with accepted trade practices, in sufficiently cleaned and sealed wrappers.

2. Factory Product Inspection Testing

The County will have the right to inspect the premises, facilities, and processing methods for producing items covered by this contract. Standard tests may be conducted for any items delivered for the purpose of insuring satisfactory contractor performance. All products in this bid will also be subject to random product testing during the term of the contract.

3. Testing

The County reserves the right to conduct any tests or evaluations deemed necessary to determine conformance of offered product with the specification and/or conduct a sensory evaluation (e.g. patron taste testing) on the variables of flavor, color, and texture before award of the bid.

4. Product Samples

At the request of Henrico County, the Bidder shall furnish samples of any item in which they submit a bid price within five (5) working days after request has been made. Failure to submit requested samples may eliminate the Bidder from further consideration. Bidders shall submit samples free of charge. Samples must be packed in original container and marked 'SAMPLE' with bid number and Bidder's name and address. Samples must be sent to: Henrico County Employee Cafeteria, Attn: Sharlene Ladd, 4301 E. Parham Road, Henrico, VA 23273. Samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure of samples to conform to all such characteristics will result in rejection of this bid.

5. Product Changes

The County shall be informed immediately of any changes to size or content of bread products. A nutritional analysis shall be provided immediately. Failure to do so may be grounds to cancel the existing contract. The County will make the determination if the product meets necessary food requirements.

6. Product Shortages/ Poor Performance

Poor performance including frequent product shortages, without justification, inferior products, and inferior service/delivery may be grounds for the potential termination of contract.

7. Orders and Deliveries:

- a. **Exact Brand:** Items delivered to Henrico County shall be the exact brand and item as listed on the Successful Bidder's Bid Form.
- b. **Weekly Deliveries:** Beverage deliveries shall be weekly Monday through Friday between the hours of 7:00 a.m. and 11:00 a.m. with product to be placed in a kitchen location designated by the Manager.
- c. **Individual Order:** The designated employee shall place a beverage order directly to the Successful Bidder via paper format and will send by email or fax, or will phone in order to Successful Bidder. Henrico County will not be able to participate in any electronic ordering system. The order form used will be provided by Henrico County, not the Successful Bidder.
- d. **Delivery Hours:** The Successful Bidder shall notify County of Henrico representatives immediately if there is an issue with delivery. Deliveries for Henrico County General Government shall be made during business hours of 7:00 AM thru 2:00 PM, Monday through Friday. There shall be no deliveries on Saturday, Sunday or the County holidays (New Year's Day, President's Day , Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day).

- e. **Damaged Products:** The Successful Bidder shall not leave any products outside the kitchen, by the door or on the loading dock, etc. of any County locations. The County will not accept responsibility for damaged or missing products left outside or deliveries of products with delivery tickets/invoices not signed by County of Henrico authorized representatives.
- f. **Delivery Unfulfilled:** Should there be any issue with not fulfilling orders on normal delivery days; the Successful Bidder shall notify the Manager by email no later than designated delivery date that the products will not be there for whatever reason. The Successful Bidder must also confirm that special delivery will be made the next day.
- g. **Deliveries Received:** Only County of Henrico authorized representatives shall check and sign for deliveries of all beverages. Unauthorized personnel including custodial staff shall not sign for delivery of products. The County will not accept responsibility for deliveries signed by unauthorized personnel.
- h. **Delivery Ticket/ Invoice:** The Successful Bidder shall leave two (2) copies of the delivery ticket/invoice with County of Henrico authorized representatives when deliveries are made to the specified location. Delivery drivers shall sign or initial each delivery ticket/invoice after all items are delivered to the specified location.
- i. **Unapproved Goods:** The County has the right to refuse any product delivered that have not been approved or ordered by County of Henrico authorized representatives. Delivery of non-approved items will be returned at the expense of the Successful Bidder.
- j. **Credit:** Damaged products shall be exchanged or credit shall be issued on delivery ticket/invoice, via credit memo.
- k. **Reports:** Upon request, the Successful Bidder shall supply the County with a current product-usage report that shall provide monthly and year-to-date usage of individual product. Individual product usage shall be broken down by County locations.
- l. **Delivery Addresses:** Deliveries must be made to the following sites.

County of Henrico
Café 1611/Employee Café
P. O. Box 90775
Henrico, VA 23273-0775

8. **Billing:**

- a. **Monthly Billing Statements:** The Successful Bidder shall provide monthly statements for each County of Henrico General Government locations no later than the fifth of each month or the first working day after the fifth of each month. At a minimum, the statements shall include the contract number, delivery ticket/invoice number, order number, credit memo (if applicable), a summary of the total quantity purchased, unit of measure, unit cost, and total. The Successful Bidder's monthly statement shall support the information listed on the individual delivery tickets/invoices.

- b. **Multiple Contracts:** If the Successful Bidder has multiple contracts with the County, statements must be prepared separately and shall not be combined.
- c. **Non-Contract Items:** The County agrees only to pay the prices listed in the contract for all contract items. If during the life of the contract non-contract products are requested, the Successful Bidder must first obtain permission from the designated employee before delivery of the products. If permission is not granted, the County will not take financial responsibility for such products.
- d. **Incorrect Billing:** The County will check the Successful Bidder's monthly statements against the delivery tickets/invoices to verify all charges. If the Successful Bidder doesn't provide monthly statements as requested, or if any discrepancy is discovered, the County reserves the right to return such statements to the Successful Bidder. Payment shall not be made until corrected statements are received by the County.
- e. **Billing Addresses:** Monthly statements and credit memos referencing the contract number and order number shall be sent to the following:

Café 1611/Employee Café
P. O. Box 90775
Henrico, VA 23273-0775