



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL**

DATE:	August 27, 2020
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Fresh Produce
CONTRACT NUMBER:	1886A
COMMODITY CODE:	390.84
CONTRACT PERIOD:	September 1, 2020 thru August 31, 2021
RENEWAL OPTIONS:	(4) additional 1- year periods through 2024
USER DEPARTMENT:	Schools and County
Contact Name:	Pam Butler, HCPS School Nutrition Services
Phone Number:	804-226-5532
Email Address:	prbutler@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	YES
SUPPLIER: Name:	Keany Produce & Gourmet
Address:	3310 75 th Avenue
City, State:	Landover, MD 20785
Contact Name:	Marcia Laskos
Phone Number:	301-618-5463
Email address:	Marcia.laskos@keanyproduce.com
ORACLE SUPPLIER NUMBER:	373863
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 30
DELIVERY:	7 calendar days
FOB:	County of Henrico
BUYER: Name:	Justin M. Herbaugh
Title:	Procurement Analyst I
Phone:	804-501-5680
Email:	Her034@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.

February 2016

Price Schedule – Contract No. 1886A

Item	Produce Description	Pack Size/ Unit	Total Pack Price	Package Form
1	Apples- Red Delicious, Gold or Granny Smith	125 count	\$29.35	Case
2	Bananas	150 count	\$20.08	Case
3	Basil	3 count	\$3.86	Bunch
4	Broccoli: Pre-Cut	4- 3 lb. bags	\$19.41	Case
5	Cantaloupe	15 count	\$18.54	Case
6	Carrot Sticks	5- 1 lb. bags	\$7.46	Case
7	Carroteenies	100- 2.6 oz. bags	\$21.63	Case
8	Carrots- Shredded	5 lb. bag	\$7.00	Bag
9	Cauliflower: Pre-Cut	2- 3 lb. bags	\$16.32	Case
10	Celery- Pascal	3 count	\$4.12	Count
11	Celery Sticks	5 lb. bag	\$9.11	Bag
12	Cilantro	3 count	\$3.60	Count
13	Cole Slaw	4- 5 lb. bags	\$19.57	Case
14	Cucumbers	12 count	\$3.60	Dozen
15	Grapefruit- Pink	40 count	\$29.71	Case
16	Grapes- Table Seedless (Green or Red)	18 lbs.	\$28.32	Lug
17	Green Beans	25 lbs.	\$28.84	Case
18	Honeydew	5 count	\$18.02	Case
19	Kale	25 lbs.	\$18.54	Crate
20	Kiwi Fruit	108 count	\$28.32	Lug
21	Lemon Juice	1 liter	\$4.63	Liter
22	Lemons	12 count	\$4.37	Dozen
23	Lettuce- Leaf	24 count	\$27.29	Crate
24	Lettuce- Iceberg	24 count	\$28.32	Carton
25	Lettuce- Romaine	24 count	\$25.23	Case
26	Lettuce- Romaine Blend	4- 5 lb. bags	\$18.02	Case
27	Lettuce- Mesclun	3 lb. bag	\$8.75	Bag
28	Lettuce- Iceberg (Shredded)	4- 5 lb. bags	\$16.37	Case
29	Limes	12 count	\$4.89	Dozen
30	Nectarine	64 count	\$30.38	Case
31	Onions- Red	5 lb. bag	\$4.12	Bag

32	Onions- Yellow	5 lb. bag	\$3.97	Bag
33	Onions- Green	2 lbs.	\$6.18	Bunch
34	Oranges- Valencia	113 count	\$26.78	Case
35	Parsley- Fresh	3 count	\$3.60	Count
36	Peaches	64 count	\$29.87	Case
37	Pears- Anjou or Barlett	120 count	\$34.76	Case
38	Peppers- Green	12 count	\$4.12	Dozen
39	Peppers- Red	12 count	\$6.18	Dozen
40	Peppers- Yellow	12 count	\$6.69	Dozen
41	Pineapple	8 count	\$18.02	Carton
42	Plums- Santa Rosa	64 count	\$32.96	Lug
43	Potatoes- Russet Whole Baking (Scrubbed)	70 count	\$20.08	Case
44	Potatoes- Sweet	40 lbs.	\$18.54	Case
45	Potatoes- French Fries (Frozen)	6- 5 lb. bags	\$35.79	Case
46	Radishes- Red Globe Variety	6- 6 oz. packs	\$3.09	Package
47	Salad with Color	4- 5 lb. bags	\$18.02	Case
48	Spinach- Flat Leaf	4- 2.5 lb. bags	\$18.54	Case
49	Strawberries	8- 1 lb. cartons	\$20.08	Flat
50	Squash- Summer- Yellow	20 lbs.	\$18.54	Carton
51	Squash- Summer- Zucchini	20 lbs.	\$19.05	Carton
52	Tangerines	150 count	\$32.45	Case
53	Tomatoes	25 lbs.	\$24.20	Case
54	Tomatoes- Grape or Cherry	12 pints	\$19.05	Flat
55	Watermelon- Jubilee or Crimson Sweet	1 count	\$7.15	Watermelon

Scope of Work

A. **GENERAL HCPS REQUIREMENTS:**

1. **Bidder Specifications**

- a. The Successful Bidder shall furnish and provide inside delivery of Fresh Produce, 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 on the sale of fresh produce. All produce products must meet specifications stated by School Nutritional Services (SNS).
- c. The Successful Bidder shall be a full-line distributor and have a stocking warehouse for all bid items when available. A stocking warehouse shall be defined as a facility that has storage on premises for fresh produce.
- 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. **Produce Specifications**

- a. All produce products must meet the specifications stated in current and/or proposed USDA federal guidelines.
- b. Successful Bidder shall supply produce that is processed, packaged and delivered in accordance with the regulations of the Virginia Health Department and U.S. Department of Agriculture. All products must be free from spoilage, contamination, deterioration, and/or other visible and non- visible damage.
- c. Produce must not contain pesticides in excess of established tolerance limits. Certification may be requested on Alar level in apples.
- d. All produce must be delivered in clean refrigerated trucks to minimize decay.
- e. All fruits and vegetables, at time of delivery:
 - a. Must have less than 2% decay
 - b. Must be top quality
 - c. Must be fully mature
 - d. Must be in good commercial condition with regard to texture, juiciness, and firmness in accordance with its type and varietal attributes.
- f. All processed produce (i.e., carrotenees, celery & carrot sticks, broccoli & cauliflower florets, shredded cabbage, and salad greens) shall have a minimum expiration date of seven (7) days.

3. 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 solicitation and resultant contract will also be subject to random product testing during the term of the contract

4. 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.

5. 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.

6. 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, are borne by the Successful Bidder and are not the responsibility of COH or HCPS.

7. No Sub-Contract Services

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

8. **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.

9. **Orders and Deliveries**

- a. **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.
- b. **Minimum Order:** There shall be no minimum order amount per delivery. No added delivery or fuel charges shall be allowed under this contract.
- c. **Individual Orders:** SNS will place individual orders directly with the Successful Bidder. SNS shall provide electronic order submission to the Successful Bidder through either a PDF, CSV or EDI file. This file shall be sent directly to the Successful Bidder via a vendor-hosted FTP service or E-Mail submission. SNS will work with Successful Bidder to ensure the file matches the Successful Bidder's formatting requirements.
- d. **Deliveries:** All sixty-nine (69) schools shall receive deliveries as needed and requested from the Successful Bidder. All products shall be delivered and placed in a kitchen location designated by the SNS Manager.
- e. **Deviation to Delivery Schedule:** Any deviations to delivery schedules by the Successful Bidder shall require written approval by the SNS office.
- f. **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 and state reason why product is not available. The Successful Bidder must also confirm that special delivery will be made the next day.
- g. **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 as menus are affected by shortages.
- h. **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.
- i. **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.
- j. **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.

- k. **Summer Program:** Successful Bidder should anticipate and plan for produce 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.
- l. **Delivery Vehicles:** The Successful Bidder shall deliver all products in vehicles which are maintained in sanitary condition and have adequate temperature control measures to ensure food safety.
- m. **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.
- n. **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.
- o. **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.
- p. **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.
- q. **Driver Signature on Shortages/Returns:** Delivery drivers are required to sign or initial each delivery invoice if changes are made regarding shortages or returns.
- r. **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.
- s. **Damaged Products:** If excessive spoilage or damage is noted on any fruits or vegetables, the product will be rejected and must be replaced the same or next day, or full credit must be given. The Successful Bidder must provide credit for produce delivered that does not comply with specifications. Credit memos shall be sent to SNS.
- t. **Expired Products:** Products delivered with expiration dates less than seven (7) days from date of delivery shall be rejected. If items expiring less than seven (7) days 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.
- u. **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.

- v. **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 unit 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.

10. 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. **Act of God:** Should there be an event that escalates a produce price, the Successful Bidder must submit documentation to the School Nutrition Services Director or Assistant Director immediately for consideration of a temporary price increase.
- g. **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

B. HENRICO COUNTY GENERAL GOVERNMENT AGENCIES REQUIREMENTS:

1. Bidder Specifications

The Successful Bidder shall furnish and provide inside delivery of Fresh Produce, to Juvenile Detention Facilities, Belmont Golf Course and Café 1611 as listed in **6. Orders and Deliveries**. During the contract period, the County may add additional Departments to the list.

2. Produce Specifications

- a. The Successful Bidder shall be a firm regularly engaged in the sale of fresh produce. All produce products must meet the specifications stated in current and/or proposed USDA federal guidelines.
- b. The Successful Bidder shall supply produce 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. All products shall be free from spoilage, contamination, deterioration, and/or other visible and non-visible damage.
- c. Produce must not contain pesticides in excess of established tolerance limits. Certification may be requested on Alar level in Apples.
- d. All produce must be delivered in clean refrigerated trucks to minimize decay.
- e. All fruits and vegetables, at time of delivery:
 - a. Must be less than 2% decay
 - b. Must be top quality
 - c. Must be fully mature
 - d. Must be in good commercial condition with regard to texture, juiciness, and firmness in accordance with its type and varietal attributes.
- f. All processed produce (i.e., carrotenees, celery, & carrot sticks, broccoli & cauliflower florets, shredded cabbage, and salad greens) shall have a minimum expiration dates of 7 days.

3. Factory Product Inspection Testing and Samples

- a. The County of Henrico 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 reserves the right to conduct any tests or evaluations deemed necessary to determine the 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 bid. Standard tests may be conducted for any items delivered for the purpose of insuring satisfactory contractor performance. All products in this solicitation will also be subject to random product testing during the term of the contract.

4. Product Changes

The County shall be informed immediately of any changes to size or content of produce 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.

5. Product Shortages/ Poor Performance

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

6. Orders and Deliveries:

- a. **Deliveries:** Henrico County locations shall receive produce deliveries as needed and requested by the Successful Bidder. All products shall be delivered and placed in a kitchen location designated by the Grill Manager.
- b. **No Minimum Order:** No minimum order amounts or additional delivery or fuel chargers will be allowed.
- c. **Individual Order:** The designated employee shall place a produce order directly to the vendor utilizing a form or method preferred by 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 6:00 AM thru 10:00 AM, 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. **Delivery Unfulfilled:** Should there be any issue with not fulfilling orders on normal delivery days; the Successful Bidder shall notify Henrico County Employees 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.
- f. **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.
- g. **Deliveries Received:** Only County of Henrico authorized representatives shall check and sign for deliveries of all fresh produce products. 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. **Out- of- Stock:** It is the responsibility of the Successful Bidder to notify Henrico County of out-of-stock items at least twenty-four (24) hours in advance and offer an approved substitute.
- i. **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.
- j. **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.
- k. **Credit:** Damaged products shall be exchanged or credit shall be issued on delivery ticket/invoice, via credit memo.
- l. **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.
- m. **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

Belmont Golf Course

1600 Hilliard Road

Henrico, VA 23228

Henrico County Juvenile Detention Home

4201 E. Parham Road

Henrico, VA 23273

James River Juvenile Detention Center

3650 Beaumont Road

Powhatan, Virginia 23139

7. 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 designed 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
Attn: Café Manager
P. O. Box 90775
Henrico, VA 23273-0775

Belmont Golf Course
Attn: Michelle Taylor
1600 Hilliard Road
Henrico, VA 23228

James River Juvenile Detention Center
Attn: Faye Lewis
PO Box 880
Goochland, VA 23063

Henrico County Juvenile Detention Home
Attn: Jerry Jackson
4201 E. Parham Road
Henrico, VA 23273