



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

DATE:	October 12, 2020
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Fresh Milk, Milk Products & Juices
CONTRACT NUMBER:	1935A
COMMODITY CODE:	380.75
CONTRACT PERIOD:	December 1, 2020 through November 30, 2021
RENEWAL OPTIONS:	3 Additional 1-year periods through 2024
USER DEPARTMENT:	Schools and County
Contact Name:	Mike Arrighi
Phone Number:	804-727-8645
Email Address:	arr@henrico.us
HENRICO COOPERATIVE TERMS INCLUDED:	N/A
SUPPLIER: Name:	Marva Maid Dairy
Address:	5500 Chestnut Avenue
City, State:	Newport News, VA 23605
Contact Name:	Charlie Burk
Phone Number:	571-308-5982 FAX: 757-928-2449
Email address:	cburk@mdvamilk.com
ORACLE SUPPLIER NUMBER:	20757
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 30
DELIVERY:	Twice Weekly
FOB:	County of Henrico
BUYER: Name:	Justin M Herbaugh
Title:	Procurement Analyst I
Phone:	804-501-5690
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.

Contract #1935A- Pricing Schedule

Lot 1: School Nutritional Services

Item #	Description	Manufacturer	Stock Number	Pack Quantity	Unit Price Per Package
1	Milk, 1% Fat, White, 8 oz.	Marva Maid	100	50/8 oz.	\$0.22
2	Milk, Fat Free, White, 8 oz.	Marva Maid	130	50/8 oz.	\$0.22
3	Milk, Fat Free, Chocolate, 8 oz.	Marva Maid	4173	50/8 oz.	\$0.22
4	Milk, Fat-Free, Strawberry, 8 oz.	Marva Maid	4357	50/8 oz.	\$0.22
5	100% Juice, Apple, 4 oz.	Suncup	2550	72/4 oz.	\$0.14
6	100% Juice, Orange, 4 oz.	Suncup	2544	72/4 oz.	\$0.15
7	100% Juice, Fruit Punch, 4 oz.	Suncup	2555	72/4 oz.	\$0.14
8	Lactose Free Milk, 8 oz.	HP Hood	4248	20/8 oz.	\$0.60
9	Sour Cream, 5 lb.	HP Hood	4555	4/5 lb.	\$8.95
10	Buttermilk, 1%, Quart	Marva Maid	124	16/32 oz.	\$0.96

Lot 2: Henrico County Employee Cafeteria

Item #	Description	Manufacturer	Stock Number	Pack Quantity	Unit Price Per Package
1	Milk, Whole, 8 oz.	Marva Maid	108	50/8 oz.	\$0.26
2	Milk, 2 % Fat, White, 8 oz.	Marva Maid	106	50/8 oz.	\$0.24
3	Milk, Chocolate, 8 oz.	Marva Maid	4173	50/8 oz.	\$0.22
4	Milk, Skim, White, 8 oz.	Marva Maid	130	50/8 oz.	\$0.22

Scope of Work

A. HENRICO COUNTY PUBLIC SCHOOLS REQUIREMENTS:

1. Bidder Specifications

- a. The Successful Bidder shall furnish and provide inside delivery of fresh milk, milk products and juice 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 fresh milk, milk products, and juice. All 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. A stocking warehouse shall be defined as a facility that has storage on premises for fresh milk, milk products and juice 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. Fresh Milk, Milk Products and Juice Specifications

- a. All fresh milk, milk products and juice must meet the specifications stated in current and/or proposed USDA federal guidelines. Therefore, a nutritional analysis of all fresh milk, milk products and juice are required and must be submitted with bid. Failure to do so may result in your bid being considered non-responsive.
- 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. All 8 oz. milk and 4 oz. juice will be in leak proof containers. Containers may be plastic or specifically treated and/or reinforced paper or cardboard and must be disposable and dioxin-free. No containers shall be made from metal or glass. Expiration date shall be stamped on each carton.
- f. Milk and juice crates should be cleaned and sanitized without milk residue or mold. Product will be refused if packaged in dirty crates.
- g. All milk products will be fresh – not frozen – and have a shelf life of at least fourteen (14) days. All juice products will have a shelf life of at least three (3) weeks. The date shown on each container within a single crate must all be the same date.
- h. Promotional materials shall be available upon request.

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 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. 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.

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 contract.

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. **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. **Minimum Order:** There shall be no minimum order amount per delivery. No added delivery or fuel charges shall be allowed under this contract.
- d. **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.
- e. **Twice- Weekly Deliveries:** All seventy (70) schools shall receive twice-weekly deliveries. All products shall be delivered and placed in a kitchen location designated by the SNS Manager.
- f. **Deviation to Delivery Schedule:** Any deviations to the twice-weekly delivery schedule by the Successful Bidder shall require written approval by the SNS office.
- g. **Delivery Unfulfilled:** Should there be any issue with not fulfilling orders on normal delivery days; the Successful Bidder shall notify the SNS office 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.
- h. **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.
- i. **Late Deliveries:** When late deliveries are expected for any reason, the Successful Bidder must contact SNS office either by phone or email. Persistent failure to meet delivery schedules is grounds for cancelling the contract.
- j. **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.
- k. **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.

- i. **Summer Feeding:** Successful Bidder should anticipate and plan for fresh milk, milk products and juice deliveries associated with the Summer Feeding Program which is administered from June through August each calendar year. Delivery schedules associated with the Summer Feeding Program will be coordinated with the SNS office.
- m. **Spring Break:** Successful Bidder shall anticipate and plan for the availability of fresh milk, milk products and juice for the week after HCPS scheduled spring break (5-6 days) during March or April of each year. Therefore, any fresh milk, milk products or juice delivered during the latter part of the week before spring break must have a long enough expiration date to carry through Wednesday of the week after spring break.
- n. **Winter Break:** Successful Bidder shall also anticipate and plan for the availability of fresh milk, milk products and juice for the first return day in January of each year after winter break. Contractor will coordinate plans with Director of School Nutrition Services by December 15th each year. It is up to the contractor to add trucks as needed to ensure that a morning delivery time starting at 7:00 AM is made to all schools on the first return day in January.
- o. **Delivery Vehicles:** The Successful Bidder shall deliver all products in refrigerated vehicles that maintain proper temperature for refrigerated items. The vehicles must be maintained in sanitary condition.
- p. **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 office.
- q. **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.
- r. **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. All products delivered shall be placed in the cafeteria walk-in refrigerator or designated refrigerated units. Temperature of milk shall not exceed 40^oF at time of delivery.
- s. **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.

- t. **Driver Signature on Shortages/Returns:** Delivery drivers are required to sign or initial each delivery invoice if changes are made regarding shortages or returns.
- u. **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.
- v. **Empty Crate Removal:** Empty crates are to be picked up and removed from the school premises on a weekly basis.
- w. **School Locations:** A list of schools and their addresses has been provided in Attachment E.
- x. **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.
- y. **Expired Products:** Products delivered with expiration dates less than fourteen (14) days for milk and milk products and/or three (3) weeks for juice from date of delivery shall be rejected. If items expiring less than fourteen (14) days for milk and milk products and/or three (3) weeks for juice 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.
- z. **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. It is understood and agreed that the Successful Bidder shall be responsible for replacement of fresh milk, milk products and juice if: 1) leaking in cartons damaged during the packaging process, 2) received with an off-flavor and 3) received at a temperature exceeding 40°F. It is also agreed that the Successful Bidder shall be responsible for damage to refrigerated units that are a direct result of carelessness of delivery person.

- aa. **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. Prices stated at time of order shall be firm; no additional charges will be allowed. All prices shall be F.O.B Henrico County Schools, inside kitchen delivery, freight included.
- bb. **Slow Moving Products:** SNS will, over the course of the contract, determine how to reduce or eliminate slow moving items.

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. **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 AGENCY REQUIREMENTS:

1. Bidder Specifications

The Successful Bidder shall furnish and provide inside delivery of Milk, Milk Products and Juice to Henrico County Government Employee Café 1611 as listed in **6. Orders and Deliveries**. During the contract period, the County may add additional Departments to the list.

2. Fresh Milk, Milk Products & Juice Specifications

- a. The Successful Bidder shall be a firm regularly engaged in the sale of milk, milk products, and juices. All milk products must meet the specifications stated in current and/or proposed USDA federal guidelines. Therefore, a nutritional analysis of all products is required and must be submitted with bid. Failure to do so will result in your bid being considered non-responsive.
- 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. All products shall be free from spoilage, contamination, deterioration, and/or other visible and non-visible damage. All products shall be packaged and labeled in accordance with accepted trade practices, in sufficiently cleaned and sealed containers.
- c. All milk products must be fresh- not frozen- and have a shelf life of at least fourteen (14) days. All milk crates should be cleaned and sanitized without milk residue or mold. All milk products shall be provided in leak proof containers. Expiration date shall be stamped on each carton.

3. Product Changes

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

4. 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.

5. Orders and Deliveries:

- a. **Deliveries:** Henrico County locations shall receive milk deliveries as needed and requested by the Successful Bidder. All products shall be delivered and placed in a kitchen location designated by the Café 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 milk order directly to the vendor utilizing a form or method preferred by the Successful Bidder.
- d. **Delivery Unfilled:** 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
- e. **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).
- 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 milk 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. **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. **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.
- 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 site.

County of Henrico
Café 1611/Employee Café
4301 E. Parham Road
Henrico, VA 23228

6. 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 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



COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

Contract No. 1935A

CONTRACT

This contract ("Contract"), made this 22 day of November, 2019 between the County of Henrico, hereinafter called the "County" and

Maryland & Virginia Milk Products Cooperative Association, Inc. DBA Marva Maid Dairy

and his, it's or their successors, executors, administrators, and assigns, hereinafter called the "Contractor".

WITNESSETH: That, for the consideration mentioned below, the Contractor promises to do all the work and furnish all the materials, equipment and labor necessary to carry out this Contract in the manner and to the full extent set forth in the Contract Documents (hereinafter defined) to the satisfaction of the County. At all times, the County shall have the right to inspect the Contractors work performed under this Contract. All terms and conditions, specifications, general and specific provisions, plans, drawings, and all documents referred to below are hereby made part of this Contract as completely as if incorporated herein.

It is agreed that the services to be done under this Contract are to furnish all tools, labor, equipment and supervision necessary to provide Fresh Milk, Milk Products & Juice when needed and requested by the County of Henrico in accordance with: (i) Invitation for Bid #19-1935-10KMW dated October 18, 2019, including the general terms, conditions and requirements therein; (ii) Contractor's Bid dated November 4, 2019 and the Price Schedule included as Appendix A (collectively, the "Contract Documents"). The term of this Contract shall be from December 1, 2019 through November 30, 2020 and may be renewed up to four additional one-year periods in the County's sole discretion. Pricing shall be in accordance with the Price Schedule included as Appendix A.

In consideration of the foregoing, which consideration is acknowledged by the parties to be sufficient and complete for all of the work within the scope of this Contract, the County agrees to pay the Contractor for all items of work performed and/or materials furnished at the unit prices of lump prices under the conditions set forth in the Contract Documents.

FIRM: **Maryland & Virginia Milk
Products Cooperative
Association, Inc. DBA Marva
Maid Dairy**

County of Henrico, Virginia

ADDRESS: 5500 Chestnut Avenue
Newport News, VA 23605

P.O. Box 90775
Henrico, VA 23273-0775

BY: Paula Martin / psk
TITLE: DIRECTOR OF FINANCE

BY: Cecelia H. Stowe
Cecelia H. Stowe, CPPO, C.P.M
Purchasing Director

DATE: 11/22/19

DATE: 11-25-19