



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

DATE:	June 29, 2022
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Ice Cream Products
CONTRACT NUMBER:	2324A
COMMODITY CODE:	380.45
CONTRACT PERIOD:	July 1, 2022 through June 30, 2023
RENEWAL OPTIONS:	4 Additional 1-year renewals through 2027
USER DEPARTMENT:	Schools
Contact Name:	Pam Butler
Phone Number:	804-226-5532
Email Address:	<a href="mailto:prbutler@henrico.k12.va.us">prbutler@henrico.k12.va.us</a>
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Hershey Creamery Company
Address:	4110 Eubank Road
City, State:	Richmond, VA 23231
Contact Name:	Taza Granillo
Phone Number:	804-226-0448
Email address:	804-222-5107
ORACLE SUPPLIER NUMBER:	5161
BUSINESS CATEGORY:	Non Swam
PAYMENT TERMS:	Net 30
DELIVERY:	As needed and requested
FOB:	County of Henrico
BUYER: Name:	Melody E. Jett
Title:	Procurement Analyst I
Phone:	804-501-5679
Email:	<a href="mailto:jet005@henrico.us">jet005@henrico.us</a>

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.



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

**Goods Contract**  
**Contract No. 2324A**

This Goods Contract (this "Contract") entered into this 16th day of June 2022, by the County School Board of Henrico County, Virginia ("HCPS") and Hershey Creamery Company, a Virginia Company, and its successors it assigns (the "Contractor").

**SCOPE OF CONTRACT:** The Contractor shall furnish all materials, equipment, and labor necessary to provide Ice Cream Products to HCPS as set forth in the Contract Documents.

**COMPENSATION:** The compensation HCPS will pay to the Contractor under this Contract shall be in Appendix A.

**CONTRACT TERM:** The Contract term shall be for a period of one year beginning July 1, 2022 and ending June 30, 2023. HCPS may renew the Contract for up to <sup>additional one-</sup>4 year terms giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

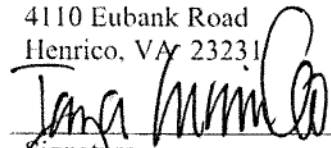
**CONTRACT DOCUMENTS:** This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Goods Contract between HCPS and Contractor.
2. Invitation for Bid No. 22-2324-3MEJ, dated May 23, 2022 (as modified by any addenda).
3. The Contractor's bid dated June 13, 2022.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

Hershey Creamery Company


4110 Eubank Road  
Henrico, VA 23231

  
\_\_\_\_\_  
Signature

**TAZA GRANILLO, BRANCH MGR.**  
\_\_\_\_\_  
Printed Name and Title

**06-22-22**  
\_\_\_\_\_  
Date

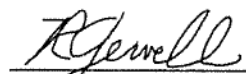
County School Board of Henrico County,  
Virginia  
P.O. Box 23120  
Henrico, VA 23223

  
\_\_\_\_\_  
Signature

**Oscar Knott, CPP, CPPO, VCO**  
\_\_\_\_\_  
Purchasing Director

**6/28/22**  
\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Rachel Hart Jewell  
Assistant County Attorney

**6/22/22**  
\_\_\_\_\_  
Date

## Appendix A

Item	Description	Unit Price
1	ICE CREAM CUP - Chocolate Low Fat, 3 oz size, 48/box Smart Snack Compliant Hershey's 31631	\$ 15.79
2	ICE CREAM CUP -Vanilla Low Fat, 3 oz size, 48/box Smart Snack Compliant Hershey's 31634	\$ 15.79
3	ICE CREAM CUP -Strawberry Sundae Low Fat, 3 oz size, 48/box Smart Snack Compliant Hershey's 31633	\$ 15.79
4	ICE CREAM CUP -Cotton Candy Low Fat, 3 oz size, 48/box Smart Snack Compliant Hershey's 31632	\$ 15.79
5	ICE CREAM BAR - Chocolate Scooter, Chocolate center surrounded by fat free vanilla ice cream & coated with cake crunch 2.75 oz, size 36/box Smart Snack Compliant Hershey's 31165	\$ 13.06
6	ICE CREAM BAR -Strawberry Scooter, Strawberry center surrounded by fat free vanilla ice cream & coated with cake crunch 2.75 oz, size 36/box Smart Snack Compliant Hershey's 31166	\$ 13.06
7	ICE CREAM BAR - Orange Blossom Low fat vanilla ice cream swirled with nonfat orange sherbet 2.5 oz. size, 36/box Smart Snack Compliant Hershey's 31174	\$ 11.43
8	ICE CREAM BAR - Fudge Non-fat, 2 oz. size, 36/box Smart Snack Compliant Hershey's 31152	\$ 11.43
9	ICE CREAM BAR - Salted Carmel Brownie Crunch Chocolate center surrounded by fat free sea salt flavored ice cream with cake crunch 2.75 oz. size, 36/box Smart Snack Compliant Hershey's 31167	\$ 13.06
10	ICE CREAM SANDWICH - Cookies and Cream low fat, 4 oz. size, 24/box Smart Snack Compliant Hershey's 31355	\$ 12.52
11	ICE CREAM SANDWICH - Vanilla low fat, 4 oz. size, 24/box Smart Snack Compliant Hershey's 31319	\$ 12.52
12	FROZEN FRUIT JUICE TWISTER CUP-Sour Blue Raspberry - twister - shaped grab and go Non-fat, 3.75 oz. size, 18/box Smart Snack Compliant Hershey's 50260	\$ 10.21
13	FROZEN FRUIT BAR, Polar Blast Fruit punch flavored bar. 2.25 oz. size, 36/box Smart Snack Compliant Hershey's 31000	\$ 11.43
14	ICE CREAM BAR - Carnival Cotton Candy Yogurt, fat free, 2.5 oz. size, 36/box Smart Snack Compliant Hershey's 31155	\$ 11.43

## **I. SCOPE OF WORK/SERVICES**

### **A. Purpose.**

The intent and purpose of this Invitation for Bid is to establish a term contract with a qualified supplier to furnish and provide inside delivery of Ice Cream Products to Henrico County Public Schools (“HCPS”), as needed and requested in accordance with the enclosed general terms, conditions and specifications.

### **B. Cooperative Procurement.**

This procurement is being conducted by the County of Henrico, Virginia on behalf of all other public bodies of the Commonwealth of Virginia in accordance with the provisions of 2.2-4304 of the Code of Virginia, as amended. If agreed to by the Successful Bidder, other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract at the prices set forth herein and in accordance with its terms, conditions and specifications, subject to any modifications necessary to comply with local policy or practice to which the Successful Bidder agrees. The Successful Bidder shall deal directly with any public body it authorizes to use the resulting contract. The County, its officials and its staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Successful Bidder and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County contract. The County assumes no responsibility for any notification of the availability of the resulting contract for use by other public bodies, but the Successful Bidder may conduct such notification.

### **C. Specifications.**

1. The Successful Bidder shall furnish all tools, labor, equipment and supervision necessary to provide inside delivery of Ice Cream Products to all HCPS schools as listed on Attachment I. During the contract period, the County may add additional schools to the list.
2. After the award of the Contract, the Successful Bidder shall **NOT** substitute any products, sub-contract services or deliveries without written approval from the Director of School Nutrition Services, Assistant Director of School Nutrition Services, or Registered Dietician.
3. Should the Successful Bidder fail to deliver products as specified, the County, after due notice, verbal or in writing, may procure products from other sources and hold the Successful Bidder responsible for any excess cost. Such sums may be deducted from funds already due the Successful Bidder. The County reserves the right to cancel the

resulting Contract at any time during the school year should the Successful Bidder fail to furnish products meeting the standards and quantities established in the Contract.

4. The County shall not be obligated to purchase or pay for products unless and until they are ordered and received by the School Nutrition Services Manager or School Nutrition Services authorized representative.
5. If at any time during the contract period a product becomes discontinued or no longer available from the Successful Bidder, a substitute must be approved by the County before it is added to the Contract. The substituted product shall be offered at the same price, or less than that of the product that is no longer available.
6. The County reserves the right to cancel the Contract at any time should the Successful Bidder fail to furnish products meeting the standards and quantities established in the contract.
7. School Nutrition Services Managers or designated representatives will place individual orders directly with the Successful Bidder. SNS will provide electronic order submission to the Successful Bidder through either a PDF, CSV or EDI file. This file will 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.

10. All Ice Cream Products must:

- a. Meet the specifications stated in current and proposed USDA federal guidelines, including the Smart Snacks in School Nutritional standards as defined in the Healthy Hunger-Free Kids Act and shall be:
  - i. Equal to or less than 200 calories;
  - ii. Equal to or less than 200 mg of sodium;
  - iii. Equal to or less than 35% total fat calories;
  - iv. Less than 10% total saturated fat calories;
  - v. Zero grams of trans-fat (0-0.5); and
  - vi. Equal to or less than 35% of weight from total sugars;
- b. Be 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. Be free from spoilage, contamination, deterioration, and other visible and non-visible damage.
- d. Be packaged and labeled in accordance with accepted trade practices, in sufficiently sturdy, clean, and sealed containers and wrappers.
- e. Be nut free. If product is produced in a facility in which peanut or tree nut products are also manufactured, Bidder **must** provide a manufacturer's statement detailing their Stand Operating Procedure (SOP) to prevent cross-contact.
- f. Have an expiration date a minimum of one (1) month from date of delivery.
  - i. Products delivered with expiration dates less than (1) one month from the date of delivery shall be rejected. If products expiring less than (1) one month 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 within (10) ten calendar days of notice) or their valued credited to SNS.

- g. Brand name or Equal Requirements:
  - i. The specified product shall be understood as indicating the type, function, minimum standard, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency. Brands of equal quality or type are acceptable for bid.
  - ii. Products bid that are different from the original requirements must meet or exceed original specifications to be considered approved equal. SNS shall be the sole judge to determine if products quoted and tested are equal and reserve the right to make final decisions on comparable items as equals. The Successful Bidder shall make sure that items submitted with this bid are equal to items listed. All submitted products shall be from a nationally recognized brand.

#### E. General Requirements.

1. **BUY AMERICAN:** The Henrico County School District participates in the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, and the Summer Feeding and After School Snack Programs. It is required to use the nonprofit food service funds to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 01.21(d). Exceptions to the Buy American provision may be approved upon request. To be considered for the alternative or exception, one of the following conditions must apply:
  - a. The product cannot be produced in the United States;
  - b. The product cannot be produced in sufficient quantities to meet the terms of the request; and,
  - c. The price of the product is cost prohibitive.

A Request for an exception must be submitted in writing to the Director or the Registered Dietician in School Nutrition as soon as possible.

2. **USDA REQUIREMENTS: ADDITIONAL GOODS OR INCREASED QUANTITIES** Modifications of Contracted Product Lists to acquire additional Goods or Increase Quantities of Listed Goods. During the terms of this contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the Program. Both parties agree that the combined value of added purchases during each year of the contract, if renewable, shall not exceed 10% of the estimated value of this contract which is \$10,676.82.

USDA Child Nutrition Program Regulations at 7 CFR 210.21, 215.14(a), 220.16, 225.17, 225.22, and 250.4(d) direct HCPS to comply with procurement requirements as outlined in

- those parts. In addition, all procurements should be undertaken consistent with state and local requirements.
3. Product pricing must include all associated costs (i.e., shipping/freight charges, inside delivery, fuel, etc).
  4. Bids with minimum order amounts, additional delivery or fuel charges will not be accepted and declared non-responsive.
  5. Product Changes: The SNS Director or Registered Dietitian shall be informed immediately of any changes to size or content of contract products. The Successful Bidder shall immediately provide a nutritional analysis of the substitute product. Failure to do so may be grounds for termination of contract. SNS will make the determination if the product meets school nutrition requirements.
  6. Product Shortages/Poor Performance: The Successful Bidder shall notify the SNS office of out-of-stock products at least twenty-four (24) hours in advance and offer an **APPROVED** substitute. Poor performance including frequent product shortages without justification, inferior products, and inferior service/delivery may be grounds for the potential termination of contract.
  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 Successful Bidder must notify the Director of SNS 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, shall be borne by the Successful Bidder and are not the responsibility of HCPS.
  8. Successful Bidder shall be a full-line distributor and have a stocking warehouse for all bid products. A stocking warehouse shall be defined as a facility that has storage on premises for frozen products.
  9. Successful Bidder shall have a Hazard Analysis and Critical Points plan available upon request.
  10. Facility and Product Inspection and Testing:

- a. HCPS and SNS reserve the right to inspect the premises, facilities, and processing methods for producing products covered by this solicitation and resultant contract. Standard tests may be conducted for any products 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.

12. Marketing and promotional Products:

- a. Point of service promotional material including posters and menu boards shall be made available to SNS upon request. The amount of service lines where materials may be needed are indicated on Attachment J.

F. Delivery Requirements:

1. The Successful Bidder shall provide **weekly deliveries** (no later than 7 days after order is placed) and as requested by HCPS, SNS.
2. The Successful Bidder shall deliver all products in vehicles that maintain proper temperature for frozen items, and which are maintained in sanitary condition. All products shall be delivered frozen, products showing signs of thaw will be refused.
3. A schedule of specific delivery days must be designated for each school and received by the Director of School Nutrition Services at the beginning of the contract. Should there be any issue with not fulfilling orders on normal delivery days, the Successful Bidder must notify the School Nutrition Services 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 delivery will be made the next day.
4. The Successful Bidder shall notify the SNS Café Managers or their authorized representatives via email no later than two (2) days prior to the designated delivery date of any issues fulfilling orders and provides the expected delivery day. If the Successful Bidder is unable to provide two (2) days' notice or missed the delivery for the designated date, the Successful Bidder shall notify the SNS Café Managers or their authorized representatives via email and delivers the product(s) the next business day.
5. **Deliveries for Schools** shall be made between the hours of 7:00 am thru 2:00 pm. Hours of operation for Elementary school locations end at 1:30pm, and all Middle and High School locations end at 2:00pm, Monday through Friday. There will be no deliveries on Saturday, Sunday, HCPS holidays, or when schools close due to inclement weather. Deliveries made on weeks that include HCPS holidays, or school closures shall be coordinated with the SNS Café Manager(s).
  - a. 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.
6. The Successful Bidder shall **not** make deliveries before 7am and **not** leave any products outside the buildings (i.e., kitchen door, by the door, or on the loading dock) of any County locations. The County will **not** accept responsibility for damaged or missing products left



outside. Damaged products are to be exchanged or credit indicated on delivery ticket. Credit memo should be sent to the main office of School Nutrition Services at:

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

7. School Nutrition Services authorized representatives will check and sign for all products delivered. The Successful Bidder shall leave two (2) copies of the delivery ticket/invoice with the School Nutrition Manager when a delivery is made to the school locations. **HCPS SNS will not accept responsibility for products delivered with delivery ticket/invoice signed by unauthorized personnel (i.e., custodial staff).** Damaged or out-of-date products are to be exchanged or credit, via credit memo, shall be issued on delivery ticket/invoice. Credit memo should be sent to the main office at School Nutrition Services at:

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

8. Delivery drivers are required to sign or initial each delivery ticket/invoice after all items are delivered to the applicable school location.
9. School Nutrition has the right to refuse any goods delivered to the school locations that have not been approved or ordered by School Nutrition Services authorized representatives prior to delivery. Delivery of non-approved items will be returned at the expense of the Successful Bidder.
10. Failure to deliver products 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 being 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.

#### G. Invoicing Requirements.

1. The Successful Bidder shall provide monthly billing statements for Henrico County School Nutrition Services no later than the 5<sup>th</sup> of each month or the first business day after the 5<sup>th</sup> of each month. At a minimum, the billing statement shall include 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. Individual invoices should support the information listed on the Successful Bidder's monthly billing statement.

2. Upon request, the Successful Bidder shall supply the School Nutrition Services with a current product-usage report that shall provide monthly and year-to-date usage of individual product. Individual product usage by school's location is preferable.
3. If the Successful Bidder has multiple contracts with the County, statements must be prepared separately and shall not be combined.
4. The County agrees to pay prices quoted only for products included in the contract. If non-contract product(s) is requested, the Successful Bidder must first obtain permission from the Director of School Nutrition Services or Assistant Director of School Nutrition Services before delivered of product(s). If permission is not granted, the County will not take financial responsibility for such product(s).
5. The County will check the Successful Bidder's monthly statements against the delivery tickets/invoices to verify all charges. If the Successful Bidder fails to prepare monthly statements as requested, or if invoices are calculated incorrectly, School Nutrition Services reserves the right to return all such statements/invoices to the Successful Bidder and payment shall not be made until corrections are received by the School Nutrition Services office.
6. Unit Price Adjustment: 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 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 section II.J.