



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

| | |
|---|--|
| DATE: | May 5, 2023 |
| CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i> | Snacks and Cookies |
| CONTRACT NUMBER: | 2373A |
| COMMODITY CODE: | 393.43 |
| CONTRACT PERIOD: | September 1, 2023 through August 31, 2024 |
| RENEWAL OPTIONS: | 3 additional renewal options through 2027 |
| USER DEPARTMENT: | Schools |
| Contact Name: | Pam Butler |
| Phone Number: | 804-226-5532 |
| Email Address: | prbutler@henrico.k12.va.us |
| HENRICO COOPERATIVE TERMS INCLUDED: | Yes |
| SUPPLIER: Name: | Dori Foods, Inc. |
| Address: | 3410 Norfolk Street |
| City, State: | Richmond, VA 23230 |
| Contact Name: | Daisy Luna, Amber Alderson, Jon Cho |
| Phone Number: | 909-657-4724, 804-362-2717 |
| Email address: | dluna@goldstarfoods.com , amber@goldstarfoods.com Bids@GoldstarFoods.com |
| ORACLE SUPPLIER NUMBER: | 3797 |
| BUSINESS CATEGORY: | ESO |
| PAYMENT TERMS: | Net 30 |
| DELIVERY: | As Needed |
| FOB: | County of Henrico |
| BUYER: Name: | Porsche K. White |
| Title: | Procurement Analyst I |
| Phone: | 804-501-5679 |
| Email: | whi171@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.

Appendix A

| Item | Description | Bags per Case | Unit Price |
|-------------|---|----------------------|-------------------|
| 1 | BAKED POTATO CRISPS - Assorted flavors: Original, Barbeque, Sour Cream & Onion - Individual single-serve bags | 60/.875oz | \$ 23.58 |
| 2 | RIDGED BAKED POTATO CRISPS - Cheddar & Sour Cream - Individual single-serving bags | 60/.8oz | \$ 23.58 |
| 3 | DORITOS - Tortilla Chips, Reduced Fat, Nacho Cheese - Individual single-serving bags | 72/1oz | \$ 26.61 |
| 4 | DORITOS - Tortilla Chips, Reduced Fat Assorted Flavors: Cool Ranch and Flames - Individual single-serving bags | 72/1oz | \$ 28.19 |
| 5 | DORITOS - Tortilla Chips, Reduced Fat, Spicy Chili - Individual single-serving bags | 72/1oz | \$32.38 |
| 6 | TOSTITOS - Crispy Rounds Reduced fat, whole grain rich - Individual single-serving bags | 64/1.45oz | \$ 36.90 |
| 7 | CHEETOS — BAKED - Cheese Flavored Snacks - Assorted flavors: Crunchy Cheese, Flamin' Hot & Flamin' Hot Limon - Individual single-serving bags | 104/.875oz | \$ 41.00 |
| 8 | CHEETOS — PUFFS Cheese flavored snacks, reduced fat, meets 1 oz grain equiv. - Individual single-serving bags | 72/.7oz | \$ 28.19 |
| 9 | FANTASTIX - Corn & Potato Crisp, meets 1.25 oz. grain equiv. Flavor: Flamin'Hot, Chili Cheese - Individual single-serving bags | 104/1oz | \$ 41.00 |
| 10 | CHEEZ IT - Whole Grain, Baked Snack Crackers meets 1 oz. grain equiv. - Individual single-serving bags | 60/1oz | \$ 18.07 |
| 11 | CHEEZ IT - Whole Grain, Baked Snack Crackers meets 1 oz. grain equiv. - Individual single-serving bags | 175/1oz | \$ 41.11 |
| 12 | POP TART - Frosted, Low Fat, Whole Grain Assorted Flavors: Brown Sugar, Fudge, Blueberry, Strawberry - Individual single-serving bags | 120/1.76oz | \$ 46.46 |
| 13 | SMARTFOOD DELIGHT POPCORN - White Cheddar - Individual single-serving bags | 72/0.5oz | \$ 28.19 |
| 14 | GOLDFISH - Whole Grain, Cheddar, meets 1 oz. grain equiv. - Individual single- serving bags | 300/.75oz | \$ 70.38 |
| 15 | GOGO SQUEEZE - Squeezable applesauce Flavor: Apple Cinnamon, all natural, no refined sugar, gluten, dairy and nut free Individual single-serving bags | 18/3.2oz | \$ 15.84 |

| | | | |
|----|--|------------|----------|
| 16 | FRUIT SNACK - Mixed Berry fruit snacks. No artificial flavors. No colors from artificial sources. Gluten free. - Individual single-serving bags | 144/1.6oz | \$ 61.83 |
| 17 | RICE KRISPIE TREATS - Whole Grain, made with brown rice, meets 1 oz. grain equiv. - Individual single-serving bags | 80/1.41oz | \$38.89 |
| 18 | WOW BUTTER SPREAD - Smooth (peanut and tree nut free) | 2/4.41b | \$ 27.81 |
| 19 | KETTLE POTATO CHIPS - Reduced Fat, Assorted Flavors: Original, Applewood Smoked BBQ, Salt and Vinegar, Jalapeno Cheddar - Individual single-serving bags | 64/1.375oz | \$ 38.02 |
| 20 | FUNYUNS - Whole grain, meets 1 oz. grain equivalent - Onion flavor - Individual single-serving bags | 104/.75oz | \$ 40.99 |



COMMONWEALTH OF VIRGINIA
County of Henrico

Goods Contract
Contract No. 2373A

This Goods Contract (this "Contract") entered into this 5th day of August 2022, by the County School Board of Henrico County, Virginia ("HCPS") and Dori Foods, Inc. a Virginia Corporation, and its successors it assigns (the "Contractor").

SCOPE OF CONTRACT: The Contractor shall furnish all materials, equipment, and labor necessary to provide Snacks and Cookies 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 September 1, 2022 and ending August 31, 2023. HCPS may renew the Contract for up to 4 additional one-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. 22-2373-6MEJ, dated July 8, 2022 (as modified by any addenda).
3. The Contractor's bid dated August 3, 2022.

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

Dori Foods, Inc.

3410 Norfolk Street
Richmond, VA 23230

Signature

John Cho, V.P. of Merchandising & Contracts
Printed Name and Title

August 11, 2022

Date

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

Signature

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

August 16, 2022

Date

Digitally signed by Oscar Knott
DN: cn = Oscar Knott, email = kno008@henrico.us, c = US, o =
County of Henrico, Virginia, ou = Department of Finance -
Purchasing Division
Date: 2022.08.16 16:21:37 -0400

Approved as to form by
Assistant County Attorney

8-10-22

I. SCOPE OF WORK/SERVICES

A. Purpose.

The intent and purpose of this Invitation for Bid (IFB) is to establish a term contract with a qualified supplier to furnish all tools, labor, materials, equipment and supervision necessary to provide inside delivery of Snacks & Cookies to Henrico County Public Schools (“HCPS”), School Nutrition Services (SNS), 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, material, equipment, and supervision necessary to provide inside delivery of snacks and cookies to meet the specifications stated in current USDA Smart Snacks in Schools guidelines, and/or proposed USDA federal guidelines (<https://www.fns.usda.gov/tn/guide-smart-snacks-school>).
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 or Director of School Nutrition Services or Director of Purchasing.
3. All cookie and snack items shall have expiration dates of not less than thirty (30) days from date of delivery. The School Nutrition Services Managers or authorized representatives will notify the Successful Bidder of products delivered with expiration dates less than thirty (30) days from the date of delivery that were inadvertently accepted. The Successful Bidder shall make the necessary arrangement to retrieve the products and replaced them the next business day or their value credited to SNS.

4. The Successful Bidder shall provide display racks for merchandise free of charge upon request by the School Nutrition Services Manager or authorized representative of each school location.
5. 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.
6. 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.
7. 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.
8. School Nutrition Services Managers or designated representatives 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. General Requirements.

1. BUY AMERICAN: Henrico County Public Schools 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 of School Nutrition Services at dkwhitney@henrico.k12.va.us 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 \$300,000.00.

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. This contract shall be with one qualified firm. The Successful Bidder shall not sub-contract any of the services and/or deliveries.
4. The Successful Bidder shall comply with excerpts from the School Nutrition sections of the HCPS Wellness Program Policy which is subject to change as new laws are passed (<https://www.fns.usda.gov/tn/guide-smart-snacks-school>).
5. Bidder shall provide snacks and cookies as specified by the brand names or approved equal as specified on the Bid Form. **If bidding other than as specified, nutritional analysis of all snack items must be submitted with bid. Failure to provide this documentation may result in your bid being declared non-responsive.**
6. Product pricing must include all associated costs (ie shipping/freight charges, inside delivery, fuel, etc).
7. Bids with minimum order amounts, additional delivery or fuel charges will not be accepted and declared non-responsive.
8. The Successful Bidder shall have a Hazard Analysis and Critical Control Point (HACCP) plan available upon request.
9. 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 Standard Operating Procedures (SOP) to prevent cross-contact.
10. Facility product Inspection Testing and Samples:
 - a. HCPS, SNS will have the right to inspect the premises, facilities, and processing methods for producing items covered by this solicitation and resultant contract.
 - b. HCPS, SNS 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 (i.e.: student taste test) on the variables of flavor, color, and texture before award of bid. Standard test may be conducted for 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.

11. If requested by HCPS, the Bidder shall furnish samples of any bid item submitted within seven (7) 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
3751A Nine Mile Road
Henrico, VA 23223

12. 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.
13. Product Recalls: 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.
 - a. 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.
 - b. The Successful Bidder shall either issue a credit or deliver a comparable substitute at the discretion of SNS.
 - c. 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 HCPS.
14. 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.

E. Delivery Requirements.

1. The Successful Bidder shall provide **weekly** deliveries as required and requested by HCPS, SNS.
2. 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.
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. Deliveries shall be between the hours of 7:00 a.m. and 2:00 p.m. Hours of operation for Elementary School locations end at 1:30 p.m., and all Middle and High School locations end at 2:00 p.m. 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 School Nutrition Services Manager.
5. The Successful Bidder shall not make deliveries before 7:00 a.m. and not leave any products outside the buildings (i.e., kitchen door, by the door or on the loading dock). School Nutrition Services will not accept responsibility for damaged or missing products left outside. Damaged or out-of-date 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
3751A Nine Mile Road
Henrico, VA 23223

6. 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 Services 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).**
7. Delivery drivers are required to sign or initial each delivery invoice after all items are delivered to the applicable school location.
8. School Nutrition Services has the right to refuse any goods delivered to school locations that have not been approved or ordered by School Nutrition Services prior to delivery. Delivery of non-approved items will be returned at the expense of the Successful Bidder.
9. The Successful Bidder should anticipate and plan for snack and cookie 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 School Nutrition Services Office.

F. Invoicing Requirements.

1. The Successful Bidder shall provide a monthly billing statement to Henrico County School Nutrition Services no later than the 5th of each month or the first business day after the 5th 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 School Nutrition Services 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.
3. If the Successful Bidder fails to prepare 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 will not be made until corrections are received by the School Nutrition Services office.
4. If the Successful Bidder has multiple contracts with the County, School Nutrition Services statements/invoices must be prepared separately and shall not be combined for multiple contracts.
5. School Nutrition Services agrees to pay Successful Bidder for contracted and non-contract products **approved** by the Director of School Nutrition Services or his/her authorized representative. School Nutrition Services will not take financial responsibility for non-contracted products not approved by the Director of School Nutrition Services or his/her authorized representative.
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.