



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

DATE:	July 20, 2022	Updated 6/24/2024
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Staple Grocery Items	
CONTRACT NUMBER:	2365A	
COMMODITY CODE:	385.47	
CONTRACT PERIOD:	July 1, 2024 through June 30, 2025	
RENEWAL OPTIONS:	2 additional one-year terms though 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:	J.L. Culpepper & Co., Inc.
	Address:	201 Haley Road
	City, State:	Ashland, VA 23005
	Contact Name:	Pat Gibbs
	Phone Number:	804-752-7171
	Email address:	Forpat63@hotmail.com
ORACLE SUPPLIER NUMBER:	8791	
BUSINESS CATEGORY:	Small Business	
PAYMENT TERMS:	Net 30	
DELIVERY:	As needed and requested	
FOB:	County of Henrico	
BUYER:	Name:	Porsche K. White, VCA
	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.



COMMONWEALTH OF VIRGINIA
County of Henrico

Annual Contract for Staple Grocery Items
Contract No. 2365A
Amendment No. 2
May 30, 2024

Whereas, the County School Board of Henrico County, Virginia (“HCPS”) and J.L. Culpepper & Co., Inc. (“Contractor”) entered into Contract No. 2365A (the “Contract”) dated June 29, 2022, to provide Staple Grocery Items when needed and requested by HCPS; and,

Whereas, the original Contract term was from July 1, 2022, to June 30, 2023; and,

Whereas, the parties renewed the Contract for an additional 1-year term beginning July 1, 2023 and ending June 30, 2024; and,

Whereas, by letter dated February 23, 2024, J.L. Culpepper & Co., Inc. agreed to renew the Contract with the removal of 38 items from the list of grocery products offered to HCPS; and,

Whereas, to meet USDA nutrition requirements and to continually improve the overall quality of the students’ menu, HCPS School Nutrition Services desires that Contractor add 42 items to the list of grocery products offered to HCPS.

Now, therefore, the parties agree to renew and amend the Contract as follows:

1. The Contract is hereby renewed for an additional one-year term beginning July 1, 2024, and ending June 30, 2025, at increased contract pricing, which is shown in Appendix A.2 attached hereto and incorporated herein by reference.
2. Appendix A.1 is deleted from the Contract and replaced by Exhibit A.2.
3. The Contract is hereby amended to add following 42 items:

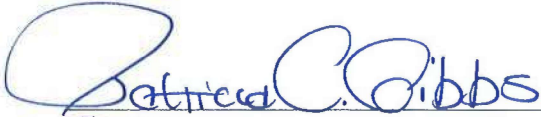
	ITEM	PRICE PER CASE
1	Chicken Wings, Frozen, Fully Cooked (307006)	\$150.35
2	Sauce, Buffalo Wing, Mild (110139)	\$75.00
3	Honey, Bulk (113431)	\$141.60
4	Chili, Beef (305869)	\$41.20
5	Sauce, Orange (398009)	\$67.05
6	Seasoning, Everything Bagel (9702213)	\$11.25
7	Waffles, Froot Loops, Eggo, Whole Grain	\$34.71
8	Crackers, Grahams, Original, Eggo, Whole Grain	\$40.00
9	Crackers, Grahams, Cinnamon French Toast, Eggo, Whole Grain	\$40.00
10	Sunbutter, Chocolate, Cup, 1.4 oz., IW	\$80.46
11	Taco, Beef & Cheese, CrispUps, Whole Grain	\$104.60

12	Taco, Shredded Chicken & Cheese, CrispUps, Whole Grain	\$83.53
13	Taco, Breakfast, Chicken Sausage, Cheese & Potato, CrispUps, IW, Whole Grain	\$90.95
14	Eggroll, Chicken, Whole Grain (302523)	\$54.10
15	Bread, Garlic Knot, Whole Grain (302694)	\$71.81
16	Lasagna Rollup, Cheese, Whole Grain (308158)	\$102.76
17	Mini Cinnis, Caramel, Whole Grain, IW	\$41.08
18	Yogurt, Parfait Pro, Vanilla, Reduced Sugar	\$32.86
19	Yogurt, Parfait Pro, Blueberry	\$32.86
20	Three Cheese Cavatappi, Reduced Sodium, Whole Grain	\$87.76
21	Sauce, Cheddar Cheese, Reduced Sodium	\$93.38
22	Sub Roll Dough, No Proof, Whole Grain	\$65.29
23	Double Chocolate Ganache Filled Bites, Whole Grain	\$56.35
24	Beef Steak, Seasoned, Fully Cooked	\$256.69
25	Meatball, Chicken, Garlic Basil & Mozzarella	\$143.13
26	Meatball, Chicken, Mango Jalapeno	\$149.08
27	Sauce, Sweet Chili (111358)	\$59.50
28	Rice, Long Grain, Brown, 50# Bag	\$36.46
29	Cheese Stick, IW, 1 oz., Variety of Flavors (200753)	\$46.65
30	Potatoes, French Fry, Clear Coat, 3/8", Regular Cut (390280)	\$43.95
31	Cereal Bar, Whole Grain, IW, 2 oz., Variety of Flavors	\$34.90
32	Yogurt, Bulk, 5#, Vanilla	\$27.53
33	Yogurt, Bulk, 5#, Strawberry	\$32.73
34	Bread, Hoagie Roll, WG, 2 oz.	\$34.34
35	100% Juice, 8 oz., Variety of Flavors (Apple, Apple Grape, Fruit Punch, Mango), Bottled	\$18.10
36	Ketchup, Portion Pack, 9 grams	\$26.32
37	Sauce, Taco, Portion Pack, 9 grams	\$11.60
38	Sauce, Spaghetti, Nutrition Enhanced	\$46.95
39	Tortilla, Wrap Ultragrain 6" WG L/SOD 30/12 CT	\$44.44
40	Tortilla, Wrap Ultragrain 8" WG L/SOD 18/12 CT	\$35.86
41	Tortilla, Wrap Ultragrain 9" WG L/SOD 16/12 CT	\$43.52
42	Dinner Roll, WG, Split Top, Bulk, 162/cs – BakeCrafters 4061	\$33.63

4. All other provisions of the Contract remain in full force and effect.

In witness whereof, the parties have caused this Amendment No. 2 to the Contract to be executed by the following duly authorized individuals:

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




Signature

Patricia C. Gibbs Vice President

Printed Name and Title

6/18/2024

Date

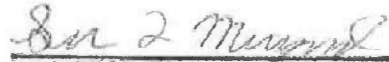


Oscar Knott, CPP, CPPO, VCO
Purchasing Director

06/24/2024

Date

APPROVED AS TO FORM



Asst. COUNTY ATTORNEY 6/14/2024

Appendix A.2

Item No.	Description	SY 24-25 Price
1	BISCUIT, WHOLE GRAIN, EZ SPLIT, 2.1 OZ.	\$43.75
2	BREAD, PULLMAN, WHOLE GRAIN WHITE, 1/2 INCH SLICED LOAF	\$32.78
3	BREAD, SLICED, GLUTEN FREE	\$59.50
4	BUN, HAMBURGER, WHOLE GRAIN WHITE, SLICED, 3.75"	\$30.07
5	BUN, HAMBURGER, GLUTEN FREE	\$33.95
6	BUN, HOT DOG, WHOLE GRAIN WHITE, SLICED, 6"	\$36.21
7	BREADSTICK, WHOLE GRAIN, GARLIC FLAVORED	\$48.63
8	CROISSANT, WHOLE GRAIN, SLICED, 1.25 OZ.	\$59.19
9	WAFFLE, DUTCH, 51% WHOLE GRAIN, 5"	\$27.63
10	BEEF, CHEESEBURGER SLIDERS, FULLY COOKED, INDIVIDUALLY WRAPPED, TWINPACK, 4.55 OZ.	\$105.63
11	BEEF, MEATBALLS, FULLY COOKED, 1 OZ. TYSON	\$43.69
12	BEEF, PATTIES, FULLY COOKED, CHARBROILED, 2.25 OZ.	\$172.69
13	CHEESE, AMERICAN, PROCESSED, YELLOW	\$59.75
14	CHEESE, CHEDDAR, SHREDDED BONGARDS	\$70.00
15	CHEESE, MOZZARELLA, SHREDDED BONGARDS	\$67.60
16	CHEESE, SAUCE, CHEDDAR, REDUCED FAT, FROZEN	\$73.63
17	CHEESE, SAUCE, QUESO BLANCO, REDUCED FAT, FROZEN	\$81.95
18	CHEESE, SAUCE, ALFREDO, REDUCED FAT, FROZEN	\$78.24
19	CHEESE, PARMESAN, GRATED	\$3.70
20	CHEESE, PROVOLONE, SLICED	\$34.09
21	CHEESY BITES, BULK WILD MIKE'S S.A. PIAZZA	\$75.74
22	MARGARINE CUPS, SINGLE SERVE, 5 GRAM	\$39.90
23	TOPPING, DESSERT, NON-DAIRY	\$49.39
24	BUTTER BLOCK	\$148.80
25	MARGARINE, BLOCK	\$42.11
26	YOGURT, 4 OZ. VANILLA, STRAWBERRY, STRAW.BANANA, PEACH	\$17.07
27	YOGURT, BULK STRAWBERRY	\$32.86
28	CHICKEN, DRUMSTICK, BREADED, WHOLE GRAIN, FULLY COOKED	\$108.50
29	CHICKEN, FILET, WHOLE GRAIN, WHOLE MUSCLE, FULLY COOKED, 4 OZ.	\$145.79
30	CHICKEN, FILET, WHOLE GRAIN, MADE WITH WHOLE MUSCLE, FULLY COOKED, 3.75 OZ.	\$123.07
31	CHICKEN, DICED, 100% ALL NATURAL, LOW SODIUM, FULLY COOKED	\$50.70
32	CHICKEN, FAJITA STRIPS, FULLY COOKED	\$131.45
33	CHICKEN, FILET, BREAKFAST, WHOLE GRAIN, MADE WITH WHOLE MUSCLE, FULLY COOKED, 2.12 OZ.	\$115.25
34	CHICKEN, FILET, HOT 'N SPICY, WHOLE GRAIN, MADE WITH WHOLE MUSCLE, FULLY COOKED, 3.75 OZ.	\$127.30
35	CHICKEN, BONELESS WING, WHOLE GRAIN, MADE WITH WHOLE MUSCLE, FULLY COOKED, 0.85 OZ.	\$39.96
36	CHICKEN, TENDERS, WHOLE GRAIN, MADE WITH WHOLE MUSCLE, FULLY COOKED, 1.5 OZ.	\$133.13
37	CHICKEN, MEGA MINI, WHOLE GRAIN, MADE W/ WHOLE MUSCLE, FULLY COOKED, 0.42 OZ.	\$141.15
38	CHICKEN, GENERAL TSO'S, WHOLE GRAIN	\$193.20
39	CHICKEN, TANGERINE, WHOLE GRAIN	\$193.20
40	CHIK'N NUGGETS, VEGAN, 0.75 OZ KELLOGG'S MORNINGSTAR	\$43.56
41	CHIK'N TENDER, GLUTEN FREE, 1.1 OZ.	\$46.10
42	CORN DOG NUGGET, WHOLE GRAIN, CHICKEN, 0.67 OZ. FOSTER FARMS	\$35.80
43	HOT DOG, TURKEY, 8/1 LB.	\$18.30
44	TURKEY BREAST, SLICED, DELI, BROWNE JENNIE O	\$133.39
45	TURKEY BREAST, SLICED, ROASTED, HOLIDAY	\$5.67
46	SAUSAGE PATTY, CHICKEN, 1.5 OZ.	\$47.36
47	ITALIAN TURKEY COMBO PACK, SLICED	\$55.82
48	TURKEY HAM, SLICED, 0.51 OZ., 5% WATER ADDED	\$54.89

49	TURKEY SAUSAGE, CRUMBLE, SPICY ITALIAN SEASONING	\$149.60
50	DONUT, WHOLE GRAIN, YEAST RAISED, 2.45 OZ.	\$40.87
51	DONUT HOLES, WHOLE GRAIN, YEAST RAISED, 0.41 OZ.	\$37.32
52	BAGELS, MINI, STUFFED, IW, 2.43 OZ. GMILLS PILLSBURY	\$39.46
53	BACON, TURKEY, STRIPS	\$55.97
54	BREAKFAST ROUND, WHOLE GRAIN, VARIETY OF FLAVORS, IW	\$62.19
55	FRENCH TOAST STICKS, WHOLE GRAIN RICH, BULK	\$57.98
56	FRENCH TOAST, WHOLE GRAIN, MINI, CHOCOLATE CHIP FLAVORED, IW	\$32.08
57	PANCAKES, MINI, WHOLE GRAIN, VARIETY OF FLAVORS, IW	\$31.34
58	BREAKFAST PIZZA, TURKEY SAUSAGE SCHWAN'S	\$52.54
59	BREAKFAST PIZZA, TURKEY SAUSAGE, IW SCHWAN'S	\$65.50
60	PANCAKE WRAP, TURKEY SAUSAGE, WHOLE GRAIN BREADING WITH MAPLE FLAVORING, IW, 2.85 OZ. FOSTER FARMS	\$43.48
61	CRUMB CAKE, WHOLE GRAIN, IW, 3.0 OZ	\$40.63
62	BREAD SLICE, VARIETY OF FLAVORS, IW, 3.4 OZ.	\$52.74
63	WAFFLE, MINI, MAPLE, WHOLE GRAIN, IW, 2.65 OZ.	\$31.85
64	WAFFLE, ARTISAN BELGIAN LIEGE, IW, 2.3 OZ. TASTY BRANDS	\$30.95
65	CINNAMON ROLL, WG, IW, 2.7 OZ.	\$18.50
66	SOFT FILLED CEREAL BAR, CINNAMON TOAST CRUNCH, WG, IW, 2.36 OZ. PILLSBURY	\$39.94
67	PORK, BBQ, TEXAS WESTERN SAUCE, LOW SODIUM	\$44.68
68	PORK SAUSAGE PATTY, LIGHT, 2 OZ.	\$41.74
69	PIZZA, FOUR CHEESE, 51% WHOLE GRAIN, 16" ROUND	\$80.86
70	PIZZA, PEPPERONI, 51% WHOLE GRAIN, 16" ROUND	\$81.27
71	PIZZA, CHEESE, WHOLE GRAIN, 5" ROUND, IW	\$102.44
72	PIZZA, BUFFALO CHICKEN, WHOLE GRAIN, 16" ROUND	\$82.13
73	PEPPERONI STUFFED SANDWICH, WHOLE GRAIN, IW (DINNER PROGRAMS)	\$50.42
74	PEPPERONI STUFFED SANDWICH, WHOLE GRAIN, BULK	\$46.43
75	BUFFALO-STYLE CHICKEN STUFFED SANDWICH, WHOLE GRAIN, IW (DINNER PROGRAMS)	\$50.42
76	POTATOES, FRENCH FRIES, STRAIGHT CUT, THICK, 3/8", 30# McCAIN	\$43.95
77	POTATOES, FRENCH FRIES, CRINKLE CUT, BAKEABLE, 1/2"	\$53.32
78	POTATOES, FRENCH FRIES, FLAVOR CRISP SELECT SPICY, 3/8" STRAIGHT CUT CAVENDISH	\$38.13
79	MACARONI AND CHEESE, WHOLE GRAIN, REDUCED FAT, REDUCED SODIUM	\$82.36
80	PREMIUM THREE CHEESE CAVATAPPI, WHOLE GRAIN	\$79.42
81	CHILI, VEGETABLE, THREE BEAN, FROZEN, 6/5# BAGS	\$69.32
82	MIXED VEGETABLES, 12/2.5#	\$42.38
83	SAUCE, ENCHILADA, RED, 4/1 GALLON	\$55.68
84	SAUCE, GENERAL TSO'S	\$62.87
85	POTATO, TATER TOT, REDUCED SODIUM	\$47.49
86	COOKIE, CHOCOLATE CHIP, WHOLE GRAIN, IW	\$64.29
87	TURKEY HAM & CHEESE LUNCH KIT (DINNER PROGRAMS)	\$86.63
88	CHEESE PIZZA LUNCH KIT (DINNER PROGRAMS)	\$82.39
89	PEPPERONI PIZZA LUNCH KIT (DINNER PROGRAMS)	\$88.68
90	VEGGIE BURGER, GRILLERS PRIME, 2.5 OZ.	\$32.09
91	VEGGIE BUFFALO NUGGETS, 0.66 OZ.	\$42.28
92	CHEESY PULL-APARTS, IW	\$66.21
93	APPLE, SLICED, 6/#10 CANS	\$52.19
94	APPLE, SLICED, IW, 2 OZ.	\$28.63
95	APPLESAUCE, UNSWEETENED, CANNED, 6/#10 CANS	\$37.68
96	APPLESAUCE CUP, UNSWEETENED, 4.5 OZ.	\$28.79
97	CRANBERRIES, DRIED, SWEETENED, VARIETY OF FLAVORS, IW, 1.16 OZ. OCEAN SPRAY	\$57.25

98	MIXED FRUIT, LIGHT SYRUP, 6/#10 CANS	\$63.12
99	ORANGES, MANDARIN, LIGHT SYRUP, 6/#10 CANS	\$41.76
100	PEACHES, SLICED, LIGHT SRYUP, 6/#10 CANS	\$63.13
101	PEARS, DICED, PACKED IN LIGHT SYRUP, 6/#10 CANS	\$64.21
102	PEARS, SLICES, PACKED IN LIGHT SYRUP, 6/#10 CANS	\$64.21
103	PINEAPPLE, TIDBITS, PACKED IN 100% JUICE, 6/#10 CANS	\$34.63
104	CRANBERRY SAUCE, JELLIED, 6/#10 CANS	\$56.70
105	BARBECUE SAUCE, PORTION PACK	\$14.33
106	DRESSING, RANCH, LITE, PC, 1 OZ.	\$17.89
107	SOUR CREAM, FAT FREE, PC, 1 OZ.	\$16.67
108	SYRUP, MAPLE, REDUCED CALORIE DIAMOND CRYSTAL	\$18.57
109	DRESSING, HONEY MUSTARD, PC, 1 OZ.	\$19.88
110	MUSTARD, PREPARED, PC	\$18.35
111	MAYONNAISE, LIGHT, PC	\$18.99
112	JELLY, GRAPE, PC	\$15.17
113	SAUCE, SWEET AND SOUR, 1 OZ. PORTION CONTROL CUP	\$17.05
114	SAUCE, HOT, PC SAUER	\$13.12
115	NO CALORIE SWEETENER WITH SUCRALOSE	\$36.14
116	NO CALORIE SWEETENER, SACHARIN BASED SUGAR SUBSTITUTE	\$21.83
117	PEPPER PACKETS, PC	\$18.05
118	SUGAR, PC GOURMET TABLE	\$21.56
119	CREAMER, LIGUID, HALF & HALF, SHELF STABLE	\$20.41
120	BEANS, GREEN, CUT, LOW SODIUM, 6/#10 CANS	\$29.52
121	BEANS, BLACK, LOW SODIUM, 6/#10 CANS	\$28.32
122	BEANS, KIDNEY, LOW SODIUM, 6/#10 CANS	\$28.32
123	BEANS, VEGETARIAN, LOW SODIUM, 6/#10 CANS	\$28.79
124	CARROTS, SLICED, LOW SODIUM, 6/#10 CANS	\$31.61
125	CORN, LOW SODIUM, 6/#10 CANS	\$39.97
126	PEAS, GREEN, LOW SODIUM, 6/#10 CANS	\$37.04
127	PEAS, GREEN, LOW SODIUM, FROZEN, 12/2.5# SIMPLOT	\$46.95
128	SAUCE, MARINARA, MULTIPURPOSE, 6/#10 CANS	\$45.46
129	TOMATOES, DICED, LOW SODIUM, 6/#10 CANS	\$32.46
130	SALSA, MILD, LOW SODIUM, 6/#10 CANS	\$44.29
131	100% JUICE, 6.75 OZ., FEDERAL PROGRAM ONLY SUN CUP	\$12.50
132	100% JUICE, 4.23 OZ., SHELF STABLE SUN CUP	\$9.75
133	100% JUICE, 10 OZ., VARIETY OF FLAVORS - MIDDLE & HIGH TROPICANA PEPSICO	\$17.30
134	100% SPARKLING JUICE, 8 OZ., VARIETY OF FLAVORS - MIDDLE & HIGH	\$17.70
135	100% FRUIT AND VEGETABLE JUICE, PARADISE PUNCH, 4.23 OZ.	\$11.13
136	SPARKLING WATER, BOTTLED, 17 OZ. – HIGH ICE	\$10.98
137	WATER, BOTTLED, 8 OZ.	\$6.29
138	WATER, BOTTLED, 16.9 OZ.	\$6.49
139	BREAKFAST CEREAL KITS, WHOLE GRAIN COCOA PUFFS	\$68.87
140	BREAKFAST CEREAL KITS, WHOLE GRAIN CINNAMON TOAST	\$82.98
141	BREAKFAST CEREAL KITS, WHOLE GRAIN FROSTED FLAKES	\$82.98
142	BREAKFAST CEREAL KITS, WHOLE GRAIN TRIX	\$68.87
143	BREAKFAST CEREAL BOWL, WHOLE GRAIN, 2 OZ. GENERAL MI	\$44.09
144	CEREAL BARS, WHOLE GRAIN, 1.42 OZ. GENERAL MILLS	\$36.75
145	CRACKERS, HONEY GRAHAMS WITH FIBER, WHOLE GRAIN, IW KELLOGGS	\$22.63
146	CRACKERS, EXTRA CHEDDAR, WHOLE GRAIN, IW	\$78.23
147	DONUT GLAZE, HONEY FLAVORED	\$57.91

148	JERKY, BEEF, REDUCED SODIUM, ORIGINAL, IW, 0.85 OZ.	\$65.63
149	JELLY, GRAPE, 6/#10 CANS	\$71.60
150	TOMATO KETCHUP, DISPENSER PACK KRAFT HEINZ	\$35.74
151	MAYONNAISE, LIGHT, 4/1 GALLON	\$53.86
152	ITALIAN DRESSING, FAT FREE, 4/1 GALLON	\$37.06
153	COLE SLAW DRESSING, 4/1 GALLON	\$69.40
154	GRAVY, BROWN, INSTANT	\$44.21
155	GRAVY, CHICKEN, INSTANT	\$50.73
156	OIL, 100% VEGETABLE OIL SPRAY, PLAIN, UNFLAVORED, ALLERGEN FREE	\$33.68
157	OIL, 100% VEGETABLE OIL SPRAY, BUTTER FLAVORED	\$30.30
158	BEEF BASE, REDUCED SODIUM	\$5.85
159	CHICKEN BASE, REDUCED SODIUM	\$5.70
160	SAUCE, BUFFALO WINGS	\$15.90
161	SUNFLOWER BUTTER, PEANUT FREE, 2-5# TUBS	\$40.95
162	VINEGAR, CIDER, 4/1 GALLON	\$18.70
163	SUGAR, LIGHT BROWN, 12/2# BAGS DOMINO	\$40.92
164	SUGAR, GRANULATED EFG CARGILL	\$42.42
165	SHORTENING/OIL, LIQUID FRY	\$37.06
166	SAUCE, BARBECUE, 4/1 GALLON	\$51.60
167	SAUCE, WORCESTERSHIRE, 4/1 GALLON	\$5.75
168	MILK, SHELF STABLE, WHITE, 8 OZ., 1% LOW FAT	\$16.90
169	MILK, SHELF STABLE, CHOCOLATE, 8 OZ., FAT FREE	\$17.80
170	MILK, SOY, CREAMY VANILLA, SINGLE SERVE, 8 OZ.	\$22.72
171	TUNA, CHUNK LIGHT IN WATER	\$57.00
172	PICKLES, SPEARS, DILL	\$34.79
173	PICKLE, CHIPS, DILL	\$34.79
174	RAISINS, SEEDLESS	\$56.94
175	PICKLE RELISH, SWEET, 4/1 GAL	\$41.40
176	COFFEE, REGULAR	\$53.04
177	TEA, BAGS, NO STRING	\$15.96
178	TOASTER PASTRY, WHOLE GRAIN, DOUBLE PACK, VARIETY OF FLAVORS, 3.53 OZ. - MIDDLE & HIGH	\$38.41
179	TORTILLA CHIPS, WHOLE GRAIN, CRISPY ROUNDS FRITO LAY	\$21.98
180	CHATSNAX VANILLA GRAHAMS, IW	\$50.59
181	PASTA, SPAGHETTI, THIN, DELUXE, WHOLE GRAIN, 2/10#	\$24.46
182	POTATOES, MASHED, LOW SODIUM, 12/25.2 OZ. POUCHES	\$60.49
183	RICE, FRIED, WITH VEGETABLES	\$66.19
184	MIX, STUFFING, INSTANT, CORNBREAD, 6/3.5 OZ.	\$80.59
185	CHILI POWDER, GROUND, 1#	\$8.65
186	CINNAMON, GROUND, 1#	\$8.50
187	MUSTARD, DRY, 1#	\$7.60
188	GARLIC, GRANULATED	\$10.13
189	GARLIC, POWDER	\$7.50
190	ITALIAN SEASONING	\$5.03
191	ONION POWDER, 20 OZ.	\$8.67
192	ONION, DEHYDRATED, CHOPPED, 3# CONTAINER	\$20.44
193	PAPRIKA, FANCY, 1#	\$6.15
194	PEPPER, GROUND, 1#	\$9.75
195	SALT, IODIZED, 26 OZ. CONTAINER	\$1.00
196	SALT, SEASONED, 1#	\$4.25
197	TACO SEASONING MIX, 6/9 OZ.	\$27.27

198	SEAFOOD SEASONING, 1#	\$8.50
199	STAINLESS STEEL CLEANER AND POLISH, 12/16 OZ.	\$58.77
200	GLASS CLEANER, 9/32 OZ.	\$22.89
201	SCRUBBER, STAINLESS STEEL, CURLY	\$6.38
202	HAIR NETS, 100 COUNT	\$14.30
203	Sushi, Spicy Crab Roll (4/case)	\$17.90
204	Sushi, California Roll (4/case)	\$17.90
205	Hashbrown Stuffed with Egg & Cheese (128/case)	\$115.32
206	Mozzarella Sticks, WG (8/3#)	\$86.68
207	Turkey & Cheese Sandwich, IW (72/case)	\$95.18
208	Blueberry Pomegranate Granola Bake, WG (120/case)	\$92.99
209	Oatmeal Cranberry Granola Bake, WG (120/case)	\$92.99
210	Chocolate Cherry Granola Bake, WG (120/case)	\$92.99
211	Taco Seasoned Ground Turkey, Fully Cooked (4/7#)	\$106.90
212	Dark Turkey Barbacoa ((4/5#)	\$91.13
213	Vegetable Dumpling, Whole Wheat (104/case)	\$74.21
214	Chicken & Vegetable Dumpling, Whole Wheat (104/case)	\$74.21
215	Mini Powdered Donut Holes in a Cup, WG (60/case)	\$52.99
216	Mini Blueberry Glazed Donut Holes in a Cup, WG (60/case)	\$52.21
217	Muffin Cup, Banana Chocolate Chip, WG, IW (80/case)	\$65.75
218	Muffin Cup, Apple Cinnamon, WG, IW (80/case)	\$65.75
219	Italian Meatless Crumbles, Shelf Stable (11.75 oz dry)	\$94.40
220	Mexican Meatless Crumbles, Shelf Stable (11.5 oz dry)	\$94.40
221	Grilled Cheese Sandwich, IW (108/case)	\$119.21
222	Chicken Wings, Frozen, Fully Cooked (307006)	\$150.35
223	Sauce, Buffalo Wing, Mild (110139)	\$75.00
224	Honey, Bulk (113431)	\$141.60
225	Chili, Beef (305869)	\$41.20
226	Sauce, Orange (398009)	\$67.05
227	Seasoning, Everything Bagel (9702213)	\$11.25
228	Waffles, Froot Loops, Eggo, Whole Grain	\$34.71
229	Crackers, Grahams, Original, Eggo, Whole Grain	\$40.00
230	Crackers, Grahams, Cinnamon French Toast, Eggo, Whole Grain	\$40.00
231	Sunbutter, Chocolate, Cup, 1.4 oz., IW	\$80.46
232	Taco, Beef & Cheese, CrispUps, Whole Grain	\$104.60
233	Taco, Shredded Chicken & Cheese, CrispUps, Whole Grain	\$83.53
234	Taco, Breakfast, Chicken Sausage, Cheese & Potato, CrispUps, IW, Whole Grain	\$90.95
235	Eggroll, Chicken, Whole Grain (302523)	\$54.10
236	Bread, Garlic Knot, Whole Grain (302694)	\$71.81
237	Lasagna Rollup, Cheese, Whole Grain (308158)	\$102.76
238	Mini Cinnis, Caramel, Whole Grain, IW	\$41.08
239	Yogurt, Parfait Pro, Vanilla, Reduced Sugar	\$32.86
240	Yogurt, Parfait Pro, Blueberry	\$32.86
241	Three Cheese Cavatappi, Reduced Sodium, Whole Grain	\$87.76

242	Sauce, Cheddar Cheese, Reduced Sodium	\$93.38
243	Sub Roll Dough, No Proof, Whole Grain	\$65.29
244	Double Chocolate Ganache Filled Bites, Whole Grain	\$56.35
245	Beef Steak, Seasoned, Fully Cooked	\$256.69
246	Meatball, Chicken, Garlic Basil & Mozzarella	\$143.13
247	Meatball, Chicken, Mango Jalapeno	\$149.08
248	Sauce, Sweet Chili (111358)	\$59.50
249	Rice, Long Grain, Brown, 50# Bag	\$36.46
250	Cheese Stick, IW, 1 oz., Variety of Flavors (200753)	\$46.65
251	Potatoes, French Fry, Clear Coat, 3/8", Regular Cut (390280)	\$43.95
252	Cereal Bar, Whole Grain, IW, 2 oz., Variety of Flavors	\$34.90
253	Yogurt, Bulk, 5#, Vanilla	\$27.53
254	Yogurt, Bulk, 5#, Strawberry	\$32.73
255	Bread, Hoagie Roll, WG, 2 oz.	\$34.34
256	100% Juice, 8 oz., Variety of Flavors (Apple, Apple Grape, Fruit Punch, Mango), Bottled	\$18.10
257	Ketchup, Portion Pack, 9 grams	\$26.32
258	Sauce, Taco, Portion Pack, 9 grams	\$11.60
259	Sauce, Spaghetti, Nutrition Enhanced	\$46.95
260	Tortilla, Wrap Ultragrain 6" WG L/SOD 30/12 CT	\$44.44
261	Tortilla, Wrap Ultragrain 8" WG L/SOD 18/12 CT	\$35.86
262	Tortilla, Wrap Ultragrain 9" WG L/SOD 16/12 CT	\$43.52
263	Dinner Roll, WG, Split Top, Bulk, 162/cs – Bake Crafters 4061	\$33.63

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 Staple Grocery Items to the 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’s staple grocery products must meet the requirements stated in the current and/or proposed USDA federal guidelines. Therefore, a nutritional analysis of all staple grocery products is required and must be submitted with bid. Failure to do so may result in your bid being considered non-responsive.
2. The 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.
3. The Successful Bidder products shall be free from spoilage, contamination, deterioration, and other visible and non-visible damage.
4. All products shall be packaged and labeled in accordance with accepted trade practices, in sufficiently sturdy, clean, and sealed containers and wrappers.
5. A packer's grading for fruits and vegetables may be requested. Such a grading would include score, grade and code of canned product. A USDA grading certificate may also be requested at the expense of the Successful Bidder.

6. Facility Product Inspection Testing and Samples:

- a) SNS will have the right to inspect the premises, facilities, and processing methods for producing the products covered in this bid and resulting contract.
- b) 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 (e.g. student taste tasting) on the variables of flavor, color, and texture before award a contract. Standard test may be conducted for any products delivered for the purpose of insuring satisfactory performance. All products in this bid and resulting contract will also be subject to random product testing during the term of the contract.
- c) If requested by SNS, the Bidder shall furnish samples of any bid product submitted within five (5) business days of request. Failure to submit requested samples may eliminate Bidder from further consideration. Samples shall be packed in original container and marked 'SAMPLE' with Bid Number and Bidder's name and address. Samples will be evaluated to determine compliance with all major characteristics of indicated brand name. Samples that fail to conform to all said characteristics shall result in rejection of bid. Samples shall be sent to:

Henrico School Nutrition Services — Director SNS
3751A Nine Mile Road
Henrico, VA 23223

7. No substitutions of products under contract will be allowed without the written approval of the Director, Assistant Director, or Registered Dietitian of SNS authorized representatives.

8. Product Changes.

- a) SNS Director, Assistant Director, or Registered Dietitian shall be informed immediately of any changes to size or content of contract products. A nutritional analysis shall be provided immediately. Failure to do so may be grounds for termination of existing contract. SNS will make the determination if the product meets the nutrition requirements.

9. 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 with assurance that recalled products are identified and removed from schools in the most expedient manner. Bidder shall provide a copy of their firm SOP with their bid.
- b) 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 and the authorized representatives for immediate release.

- c) The Successful Bidder shall either issue a credit or deliver a comparable substitute at the discretion of the County.
 - d) All costs associated with the product recall, which include, but are not limited to transportation and handling costs, may be borne by the Successful Bidder and are not the responsibility of the County.
12. The Successful Bidder shall not sub-contract any services, deliveries, or other responsibilities set forth in this IFB.
 13. Poor performance including frequent product shortages without justification, inferior products, and inferior service/delivery may be grounds for the potential termination of contract.

D. Orders and Deliveries.

1. Products delivered to the County shall be the exact brand and product listed on the Successful Bidder's Bid Form.
2. 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. The County reserves the right to terminate the contract for said product.
3. SNS will place individual orders directly with the Successful Bidder via 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.
4. SNS shall receive weekly deliveries as needed and required by the Successful Bidder. All products shall be delivered and placed in a kitchen location designated by the Food Service Managers.
5. Any deviations to the delivery schedules by the Successful Bidder shall require written approval by SNS.
6. Should there be any issue with not fulfilling orders on normal delivery days; the Successful Bidder shall notify the SNS authorized personnel 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.
7. 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.
8. When late deliveries are expected for any reason, the Successful Bidder must contact SNS either by phone or email. Persistent failure to meet delivery schedules is grounds for cancelling the contract.
9. The Successful Bidder shall provide SNS a schedule of specific delivery days designated for each location at the beginning of the contract.
10. SNS will provide a 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.

11. The Successful Bidder should anticipate and plan for deliveries associated with the Summer Program which is administered from June through August each calendar year. Delivery schedules associated with the Summer Program will be coordinated with the SNS office. Summer schedule is Monday through Thursday from 7:00 am until Noon.
12. The Successful Bidder shall deliver all products in vehicles which are maintained in sanitary condition and shall assure that all delivered products have been maintained in proper temperature state when warranted.
13. Deliveries to HCPS sites 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 holiday deliveries. Deliveries made on weeks that include holidays shall be coordinated with the SNS Office.
14. 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 personnel.
15. All deliveries are to be checked and signed for by each local authorized personnel only. Non- authorized personnel including custodial staff are not authorized to sign for products.
16. The Successful Bidder shall leave two (2) copies of the delivery ticket/invoice with the SNS authorized personnel when a delivery is made.
17. Delivery drivers are required to sign or initial each delivery invoice if changes are made regarding shortages or returns.
18. SNS has the right to refuse any goods delivered that have not been approved or ordered prior to delivery. Delivery of non- approved items will be returned at the expense of the Successful Bidder.
19. A list of HCPS delivery locations addresses has been provided in Attachment I.
20. Products delivered damaged shall be exchanged (picked up from the county locations and replaced by the Successful Bidder by the next business day or their value credited to the proper location.) Product credits shall be indicated on the delivery invoice.
21. Products delivered with expiration dates less than seven (7) days, the Successful Bidder shall be notified, and the product shall be exchanged (picked up from the county locations and replaced by the Successful Bidder the next business day or their value credited.) Product credits shall be indicated on the delivery invoice. Credit memos shall be sent to the address provided in section I.G.5. below.
22. 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.

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, Assistant Director, or the Registered Dietitian 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 \$ 400,000.00.

USDA Child Nutrition Program Regulations at 7 CFR 210.21, 215.14(a), 220.16, 225.17, 225.22, and 250.4(d) direct to comply with procurement requirements as outlined in those parts. In addition, all procurements should be undertaken consistent with state and local requirements.

3. If bidding an “equal” product, the Bidder must include complete product specifications with their bid submission. Failure to provide this documentation may result in your bid being declared non-responsive.
4. Product pricing must include all associated costs (i.e., shipping/freight charges, inside delivery, fuel, etc.).
5. If minimum order amounts are required, Bidder must submit the amount with their bid response.
6. No added delivery or fuel charges shall be allowed under this contract.
7. Bidders must bid on all line items to be considered for award. Unit price must be indicated for each line item on the pricing schedule. If the item has been discontinued by the manufacturer, documentation shall be provided with the bid

submission. The discontinued item will be removed from evaluation on all bids submitted.

F. Invoicing Requirements.

1. The Successful Bidder shall provide monthly statements for SNS 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.
2. If the Successful Bidder has multiple contracts with SNS, statements must be prepared separately and shall not be combined. All agencies involved shall receive invoices independent of the other agencies.
3. SNS will only pay the contract price for products listed on the contract. If during the life of the contract, non-contract products are requested by SNS, the Successful Bidder must first obtain permission from the Director, Assistant Director, Dietitian or Controller of School Nutrition Services before delivery of the products. If permission is not granted, SNS nor Juvenile Detention will not take financial responsibility for the products.
4. SNS 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, reserves the right to return such statements to the Successful Bidder. Payment shall not be made until corrected statements are received by SNS.
5. Monthly statements and credit memos referencing the contract number and order number shall be sent to the following:

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



COMMONWEALTH OF VIRGINIA
County of Henrico

Goods Contract
Contract No. 2365A

This Goods Contract (this “Contract”) entered into this 29th day of June 2022, by the County School Board of Henrico County, Virginia (“HCPS”) and J.L. Culpepper & Co. Inc. dba RRS Foodservice, 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 Staple Grocery Items 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 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:

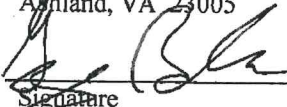
1. This Goods Contract between HCPS and Contractor.
2. Invitation for Bid No. 22-2365-6MEJ, dated June 13, 2022 (as modified by any addenda and including the terms and conditions of any attachments).
3. The Contractor’s bid dated June 22, 2022.

ADDITIONAL TERM: The Contractor shall comply with the following mandatory provisions of the Virginia Public Procurement Act (Va. Code § 2.2-4300 *et seq.*): Article 6 of the VPPA (§§ 2.2-4367 through 2.2-4377) (“Ethics in Public Contracting.”).

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

J.L. Culpepper & Co. Inc. dba RRS Foodservice

201 Haley Road
Ashland, VA 23005



Signature

George Boutos, VP of Purchasing

Printed Name and Title

7-18-22

Date

County School Board of Henrico County,

Virginia
P.O. Box 23120
Henrico, VA 23223



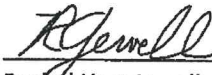
Signature

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

7/20/22

Date

Approved as to form:



Rachel Hart Jewell
Assistant County Attorney

7/18/22

Date