



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

DATE:	July 20, 2022	Updated 6/10/2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Staple Grocery Items	
CONTRACT NUMBER:	2365A	
COMMODITY CODE:	385.47	
CONTRACT PERIOD:	July 1, 2025 through June 30, 2026	
RENEWAL OPTIONS:	1 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.gov	

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. 3
May 29, 2025

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, the parties renewed the Contract for an additional 1-year term beginning July 1, 2024 and ending June 30, 2025; and,

Whereas, by letter dated May 9, 2025, J.L. Culpepper & Co., Inc. agreed to renew the Contract with the removal of 48 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 49 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, 2025, and ending June 30, 2026, at increased contract pricing, which is shown in Appendix A.3 attached hereto and incorporated herein by reference.
2. Effective July 1, 2025, Appendix A.2 is deleted from the Contract and replaced by Exhibit A.3, attached hereto and incorporated herein by reference.
3. Effective July 1, 2025, the COMPENSATION section of the Contract is revised to read as follows: “The County will compensate Contractor under this Contract at the pricing listed in Appendix A.3.”
4. The Contract is hereby amended to add following 49 items:

	ITEM	PRICE PER CASE
1	Breakfast Bagel, Egg, Sausage & Cheese, IW, 2.83 oz. 96/Case	\$78.78
2	Breakfast Bagel, Egg & Cheese, IW, 2.8 oz. 96/Case	\$78.78
3	Donut Holes in Cup, Mini Chocolate Glazed, 3 oz. 60/Case	\$59.81
4	Parmesan Cheese, Shredded, 4/5# Bag	\$23.50
5	Dressing, Caesar, PC, 1.5 oz. 60/Case	\$19.46
6	Dressing, Asian Sesame, PC, 1.5 oz. 60/Case	\$19.04
7	Chow Mein Noodles, WG, 6/24 oz.	\$46.63
8	Mango, Chunks, Frozen 2/5#	\$36.00

9	Vinegar, Red Wine, 1 Gallon	\$5.15
10	Woodles, WG Ramen Noodles 144/Case	\$44.68
11	Chicken Wings 2/5#	\$50.60
12	Waffle, WG, Bulk 144/Case	\$26.95
13	Lime Juice, 1 Gallon	\$15.25
14	Beans, Black, Taco Fiesta, 6/10#	\$48.50
15	Pancakes, WG, Bulk 144/Case	\$27.25
16	Tomato Soup, 12/50 oz.	\$52.90
17	Bread, Hoagie, 6", WG, 12/6 pack	\$30.40
18	Bun, Brioche, WG, 2.1 oz., 120/Case	\$34.50
19	Chicken Sausage Pancake Breakfast Sandwich, IW, 2.9 oz., 120/Case	\$107.50
20	Egg & Cheese Filled Biscuit, IW, 190/Case	\$150.21
21	French Fry, Waffle Cut, Seasoned, 6/4.5#	\$37.95
22	Cheese, Colby Jack, Sliced, 0.75 oz., 6/1.5#	\$31.20
23	Cheese, Pepper Jack, Sliced, 0.75 oz., 6/1.5#	\$34.40
24	Sauce, Tikka Masala, 2/4#	\$36.00
25	Bread, Naan, WG, 120/Case	\$68.40
26	Breakfast Pocket with Bacon, Egg & Cheese, IW, WG, 3 oz., 60/Case	\$53.35
27	Meatballs, Beef, 0.65 oz., 6/5#	\$156.97
28	Waffles, Sunrise, WG, IW, 72/Case	\$104.56
29	Waffles, Sunrise, WG, Bulk, 144/Case	\$95.46
30	Onion Rings, Breaded, WG, Oven Ready, 175/Case	\$87.63
31	Broccoli Nuggets, Breaded, WG, 182/Case	\$121.98
32	Fish, Alaska Pollock, Nuggets, Breaded, Potato Crunch, 40/Case	\$47.44
33	Cornbread Poppers, WG, 384/Case	\$42.21
34	French Fry, Bakeable, 3/8", 6/5#	\$43.46
35	Hot Dog, Beef, Reduced Sodium, 8/1, 80/Case	\$47.60
36	Corn Dog Nuggets, Chicken, WG, 120/Case	\$31.89
37	Chicken Filet, Dill Flavored, WG, 80/Case	\$96.60
38	Spaghetti Sauce, 6/10#	\$53.68
39	Onions, Dried, Chopped, 15#	\$60.83
40	Guacamole, Western, Frozen, 12/1#	\$58.07
41	Rice, Brown, Long Grain, 25#	\$19.13
42	Tartar Sauce, PC, 200/Case	\$17.70
43	Olive Oil, 2 Liters	\$20.76
44	Sauce, Buffalo Wing, Mild, 4/1 Gallon	\$75.00
45	Pasta, Penne, Mini, 2/10#	\$23.40
46	Veggie Buffalo Wings, 0.66 OZ.	\$51.63

47	100% Juice, 10 OZ., Variety of Flavors - Middle & High Tropicana Pepsico (24 Count)	\$27.68
48	Beef Base, Reduced Sodium (6 Count)	\$35.10
49	Chicken Base, Reduced Sodium (6 Count)	\$34.20

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

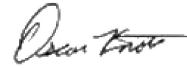
In witness whereof, the parties have caused this Amendment No. 3 to the Contract to be executed by the following duly authorized individuals:

J.L. Culpepper & Co. Inc. dba RRS Foodservice
201 Haley Road
Ashland, VA 23005

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



Signature



Oscar Knott, CPP, CPPO, VCO
Purchasing Director



Printed Name and Title

06/10/2025

Date



Date

APPROVED AS TO FORM



Assistant County Attorney

06/10/2025

Date

Appendix A.3

Item No.	Description	SY 25-26 Price
1	BISCUIT, WHOLE GRAIN, EZ SPLIT, 2.1 OZ.	\$43.75
2	BREAD, PULLMAN, WHOLE GRAIN WHITE, 1/2 INCH SLICED LOAF	\$31.15
3	BREAD, SLICED, GLUTEN FREE	\$61.20
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"	\$36.93
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"	\$28.40
10	BEEF, CHEESEBURGER SLIDERS, FULLY COOKED, INDIVIDUALLY WRAPPED, TWINPACK, 4.55 OZ.	\$107.74
11	BEEF, PATTIES, FULLY COOKED, CHARBROILED, 2.25 OZ.	\$179.60
12	CHEESE, AMERICAN, PROCESSED, YELLOW	\$59.75
13	CHEESE, CHEDDAR, SHREDDED BONGARDS	\$70.00
14	CHEESE, MOZZARELLA, SHREDDED BONGARDS	\$67.60
15	CHEESE, SAUCE, CHEDDAR, REDUCED FAT, FROZEN	\$73.63
16	CHEESE, SAUCE, QUESO BLANCO, REDUCED FAT, FROZEN	\$81.95
17	CHEESE, SAUCE, ALFREDO, REDUCED FAT, FROZEN	\$78.24
18	CHEESE, PARMESAN, GRATED	\$3.70
19	CHEESY BITES, BULK WILD MIKE'S S.A. PIAZZA	\$77.63
20	MARGARINE CUPS, SINGLE SERVE, 5 GRAM	\$39.90
21	TOPPING, DESSERT, NON-DAIRY	\$49.39
22	BUTTER BLOCK	\$148.80
23	MARGARINE, BLOCK	\$42.11
24	YOGURT, 4 OZ. VANILLA, STRAWBERRY, STRAW.BANANA, PEACH	\$17.50
25	YOGURT, BULK STRAWBERRY	\$33.98
26	CHICKEN, DRUMSTICK, BREADED, WHOLE GRAIN, FULLY COOKED	\$111.21
27	CHICKEN, FILET, WHOLE GRAIN, WHOLE MUSCLE, FULLY COOKED, 4 OZ.	\$149.87
28	CHICKEN, FILET, WHOLE GRAIN, MADE WITH WHOLE MUSCLE, FULLY COOKED, 3.75 OZ.	\$126.26
29	CHICKEN, DICED, 100% ALL NATURAL, LOW SODIUM, FULLY COOKED	\$51.69
30	CHICKEN, FAJITA STRIPS, FULLY COOKED	\$135.13
31	CHICKEN, FILET, BREAKFAST, WHOLE GRAIN, MADE WITH WHOLE MUSCLE, FULLY COOKED, 2.12 OZ.	\$118.48
32	CHICKEN, FILET, HOT 'N SPICY, WHOLE GRAIN, MADE WITH WHOLE MUSCLE, FULLY COOKED, 3.75 OZ.	\$130.48
33	CHICKEN, BONELESS WING, WHOLE GRAIN, MADE WITH WHOLE MUSCLE, FULLY COOKED, 0.85 OZ.	\$40.99
34	CHICKEN, TENDERS, WHOLE GRAIN, MADE WITH WHOLE MUSCLE, FULLY COOKED, 1.5 OZ.	\$136.86
35	CHICKEN, MEGA MINI, WHOLE GRAIN, MADE W/ WHOLE MUSCLE, FULLY COOKED, 0.42 OZ.	\$144.68
36	CHICKEN, GENERAL TSO'S, WHOLE GRAIN	\$193.20
37	CHICKEN, TANGERINE, WHOLE GRAIN	\$193.20
38	CHIK'N NUGGETS, VEGAN, 0.75 OZ KELLOGG'S MORNINGSTAR	\$43.56
39	CHIK'N TENDER, GLUTEN FREE, 1.1 OZ.	\$46.10
40	TURKEY BREAST, SLICED, DELI, BROWNED JENNIE O	\$136.72
41	TURKEY BREAST, SLICED, ROASTED, HOLIDAY	\$6.21

42	SAUSAGE PATTY, CHICKEN, 1.5 OZ.	\$48.31
43	TURKEY HAM, SLICED, 0.51 OZ., 5% WATER ADDED	\$56.21
44	DONUT, WHOLE GRAIN, YEAST RAISED, 2.45 OZ.	\$40.87
45	DONUT HOLES, WHOLE GRAIN, YEAST RAISED, 0.41 OZ.	\$37.32
46	BACON, TURKEY, STRIPS	\$59.63
47	BREAKFAST ROUND, WHOLE GRAIN, VARIETY OF FLAVORS, IW	\$62.19
48	FRENCH TOAST STICKS, WHOLE GRAIN RICH, BULK	\$57.98
49	FRENCH TOAST, WHOLE GRAIN, MINI, CHOCOLATE CHIP FLAVORED, IW	\$32.08
50	PANCAKES, MINI, WHOLE GRAIN, VARIETY OF FLAVORS, IW	\$31.97
51	BREAKFAST PIZZA, TURKEY SAUSAGE SCHWAN'S	\$52.54
52	BREAKFAST PIZZA, TURKEY SAUSAGE, IW SCHWAN'S	\$65.50
53	PANCAKE WRAP, TURKEY SAUSAGE, WHOLE GRAIN BREADING WITH MAPLE FLAVORING, IW, 2.85 OZ. FOSTER FARMS	\$43.48
54	BREAD SLICE, VARIETY OF FLAVORS, IW, 3.4 OZ.	\$54.96
55	WAFFLE, MINI, MAPLE, WHOLE GRAIN, IW, 2.65 OZ.	\$31.85
56	CINNAMON ROLL, WG, IW, 2.7 OZ.	\$18.50
57	PORK, BBQ, TEXAS WESTERN SAUCE, LOW SODIUM	\$48.90
58	PORK SAUSAGE PATTY, LIGHT, 2 OZ.	\$41.74
59	PIZZA, FOUR CHEESE, 51% WHOLE GRAIN, 16" ROUND	\$80.86
60	PIZZA, PEPPERONI, 51% WHOLE GRAIN, 16" ROUND	\$81.27
61	PIZZA, CHEESE, WHOLE GRAIN, 5" ROUND, IW	\$104.90
62	PIZZA, BUFFALO CHICKEN, WHOLE GRAIN, 16" ROUND	\$82.13
63	PEPPERONI STUFFED SANDWICH, WHOLE GRAIN, IW (DINNER PROGRAMS)	\$50.42
64	BUFFALO-STYLE CHICKEN STUFFED SANDWICH, WHOLE GRAIN, IW (DINNER PROGRAMS)	\$50.42
65	POTATOES, FRENCH FRIES, CRINKLE CUT, BAKEABLE, 1/2"	\$53.32
66	POTATOES, FRENCH FRIES, FLAVOR CRISP SELECT SPICY, 3/8" STRAIGHT CUT CAVENDISH	\$38.13
67	MACARONI AND CHEESE, WHOLE GRAIN, REDUCED FAT, REDUCED SODIUM	\$82.36
68	PREMIUM THREE CHEESE CAVATAPPI, WHOLE GRAIN	\$79.42
69	CHILI, VEGETABLE, THREE BEAN, FROZEN, 6/5# BAGS	\$69.69
70	MIXED VEGETABLES, 12/2.5#	\$42.38
71	SAUCE, ENCHILADA, RED, 4/1 GALLON	\$55.68
72	SAUCE, GENERAL TSO'S	\$62.87
73	POTATO, TATER TOT, REDUCED SODIUM	\$47.49
74	COOKIE, CHOCOLATE CHIP, WHOLE GRAIN, IW	\$64.29
75	TURKEY HAM & CHEESE LUNCH KIT (DINNER PROGRAMS)	\$86.63
76	CHEESE PIZZA LUNCH KIT (DINNER PROGRAMS)	\$82.39
77	PEPPERONI PIZZA LUNCH KIT (DINNER PROGRAMS)	\$88.68
78	VEGGIE BURGER, GRILLERS PRIME, 2.5 OZ.	\$32.09
79	CHEESY PULL-APARTS, IW	\$67.50
80	APPLE, SLICED, 6/#10 CANS	\$52.19
81	APPLE, SLICED, IW, 2 OZ.	\$29.21
82	APPLESAUCE, UNSWEETENED, CANNED, 6/#10 CANS	\$37.79
83	APPLESAUCE CUP, UNSWEETENED, 4.5 OZ.	\$28.79

84	CRANBERRIES, DRIED, SWEETENED, VARIETY OF FLAVORS, IW, 1.16 OZ. OCEAN SPRAY	\$57.25
85	MIXED FRUIT, LIGHT SYRUP, 6/#10 CANS	\$63.12
86	ORANGES, MANDARIN, LIGHT SYRUP, 6/#10 CANS	\$42.80
87	PEACHES, SLICED, LIGHT SRYUP, 6/#10 CANS	\$63.13
88	PEARS, DICED, PACKED IN LIGHT SYRUP, 6/#10 CANS	\$64.21
89	PEARS, SLICES, PACKED IN LIGHT SYRUP, 6/#10 CANS	\$64.21
90	PINEAPPLE, TIDBITS, PACKED IN 100% JUICE, 6/#10 CANS	\$35.60
91	CRANBERRY SAUCE, JELLIED, 6/#10 CANS	\$58.30
92	BARBECUE SAUCE, PORTION PACK	\$15.30
93	DRESSING, RANCH, LITE, PC, 1 OZ.	\$17.89
94	SOUR CREAM, FAT FREE, PC, 1 OZ.	\$16.67
95	SYRUP, MAPLE, REDUCED CALORIE DIAMOND CRYSTAL	\$19.03
96	DRESSING, HONEY MUSTARD, PC, 1 OZ.	\$19.88
97	MUSTARD, PREPARED, PC	\$18.35
98	MAYONNAISE, LIGHT, PC	\$18.95
99	JELLY, GRAPE, PC	\$15.17
100	SAUCE, SWEET AND SOUR, 1 OZ. PORTION CONTROL CUP	\$17.05
101	SAUCE, HOT, PC SAUER	\$13.45
102	NO CALORIE SWEETENER WITH SUCRALOSE	\$36.14
103	NO CALORIE SWEETENER, SACHARIN BASED SUGAR SUBSTITUTE	\$21.83
104	PEPPER PACKETS, PC	\$18.05
105	SUGAR, PC GOURMET TABLE	\$21.56
106	CREAMER, LIGUID, HALF & HALF, SHELF STABLE	\$20.41
107	BEANS, GREEN, CUT, LOW SODIUM, 6/#10 CANS	\$31.71
108	BEANS, BLACK, LOW SODIUM, 6/#10 CANS	\$30.18
109	BEANS, KIDNEY, LOW SODIUM, 6/#10 CANS	\$30.18
110	BEANS, VEGETARIAN, LOW SODIUM, 6/#10 CANS	\$30.18
111	CARROTS, SLICED, LOW SODIUM, 6/#10 CANS	\$31.61
112	CORN, LOW SODIUM, 6/#10 CANS	\$40.96
113	PEAS, GREEN, LOW SODIUM, 6/#10 CANS	\$37.98
114	SAUCE, MARINARA, MULTIPURPOSE, 6/#10 CANS	\$46.73
115	TOMATOES, DICED, LOW SODIUM, 6/#10 CANS	\$33.67
116	SALSA, MILD, LOW SODIUM, 6/#10 CANS	\$45.30
117	100% JUICE, 6.75 OZ., FEDERAL PROGRAM ONLY SUN CUP	\$11.78
118	100% JUICE, 4.23 OZ., SHELF STABLE SUN CUP	\$9.44
119	100% SPARKLING JUICE, 8 OZ., VARIETY OF FLAVORS - MIDDLE & HIGH	\$18.19
120	100% FRUIT AND VEGETABLE JUICE, PARADISE PUNCH, 4.23 OZ.	\$9.95
121	SPARKLING WATER, BOTTLED, 17 OZ. – HIGH ICE	\$10.98
122	WATER, BOTTLED, 8 OZ.	\$6.29
123	WATER, BOTTLED, 16.9 OZ.	\$6.49
124	BREAKFAST CEREAL KITS, WHOLE GRAIN COCOA PUFFS	\$68.87
125	BREAKFAST CEREAL KITS, WHOLE GRAIN CINNAMON TOAST	\$82.98

126	BREAKFAST CEREAL KITS, WHOLE GRAIN TRIX	\$68.87
127	BREAKFAST CEREAL BOWL, WHOLE GRAIN, 2 OZ. GENERAL MI	\$45.68
128	CEREAL BARS, WHOLE GRAIN, 1.42 OZ. GENERAL MILLS	\$38.21
129	CRACKERS, HONEY GRAHAMS WITH FIBER, WHOLE GRAIN, IW KELLOGGS	\$22.63
130	CRACKERS, EXTRA CHEDDAR, WHOLE GRAIN, IW	\$78.23
131	DONUT GLAZE, HONEY FLAVORED	\$57.91
132	JERKY, BEEF, REDUCED SODIUM, ORIGINAL, IW, 0.85 OZ.	\$67.47
133	JELLY, GRAPE, 6/#10 CANS	\$71.60
134	TOMATO KETCHUP, DISPENSER PACK KRAFT HEINZ	\$35.74
135	MAYONNAISE, LIGHT, 4/1 GALLON	\$53.86
136	ITALIAN DRESSING, FAT FREE, 4/1 GALLON	\$37.06
137	COLE SLAW DRESSING, 4/1 GALLON	\$69.40
138	GRAVY, BROWN, INSTANT	\$44.21
139	GRAVY, CHICKEN, INSTANT	\$50.73
140	OIL, 100% VEGETABLE OIL SPRAY, PLAIN, UNFLAVORED, ALLERGEN FREE	\$34.65
141	OIL, 100% VEGETABLE OIL SPRAY, BUTTER FLAVORED	\$30.30
142	SAUCE, BUFFALO WINGS	\$15.90
143	VINEGAR, CIDER, 4/1 GALLON	\$18.70
144	SUGAR, LIGHT BROWN, 12/2# BAGS DOMINO	\$42.07
145	SUGAR, GRANULATED EFG CARGILL	\$43.48
146	SHORTENING/OIL, LIQUID FRY	\$37.06
147	SAUCE, BARBECUE, 4/1 GALLON	\$52.46
148	SAUCE, WORCESTERSHIRE, 4/1 GALLON	\$5.75
149	MILK, SHELF STABLE, WHITE, 8 OZ., 1% LOW FAT	\$16.90
150	MILK, SHELF STABLE, CHOCOLATE, 8 OZ., FAT FREE	\$17.80
151	MILK, SOY, CREAMY VANILLA, SINGLE SERVE, 8 OZ.	\$22.72
152	TUNA, CHUNK LIGHT IN WATER	\$57.00
153	PICKLES, SPEARS, DILL	\$38.50
154	PICKLE, CHIPS, DILL	\$38.50
155	RAISINS, SEEDLESS	\$58.50
156	PICKLE RELISH, SWEET, 4/1 GAL	\$41.40
157	COFFEE, REGULAR	\$64.55
158	TEA, BAGS, NO STRING	\$16.40
159	TOASTER PASTRY, WHOLE GRAIN, DOUBLE PACK, VARIETY OF FLAVORS, 3.53 OZ. - MIDDLE & HIGH	\$38.41
160	TORTILLA CHIPS, WHOLE GRAIN, CRISPY ROUNDS FRITO LAY	\$21.98
161	CHATSNAX VANILLA GRAHAMS, IW	\$50.59
162	PASTA, SPAGHETTI, THIN, DELUXE, WHOLE GRAIN, 2/10#	\$23.40
163	POTATOES, MASHED, LOW SODIUM, 12/25.2 OZ. POUCHES	\$61.40
164	RICE, FRIED, WITH VEGETABLES	\$66.19
165	MIX, STUFFING, INSTANT, CORNBREAD, 6/3.5 OZ.	\$80.59
166	CHILI POWDER, GROUND, 1#	\$8.65
167	CINNAMON, GROUND, 1#	\$9.38

168	MUSTARD, DRY, 1#	\$7.60
169	GARLIC, GRANULATED	\$11.38
170	GARLIC, POWDER	\$9.00
171	ITALIAN SEASONING	\$5.03
172	ONION POWDER, 20 OZ.	\$8.67
173	PAPRIKA, FANCY, 1#	\$8.00
174	PEPPER, GROUND, 1#	\$12.82
175	SALT, IODIZED, 26 OZ. CONTAINER	\$1.00
176	SALT, SEASONED, 1#	\$4.25
177	TACO SEASONING MIX, 6/9 OZ.	\$27.27
178	SEAFOOD SEASONING, 1#	\$8.70
179	STAINLESS STEEL CLEANER AND POLISH, 12/16 OZ.	\$58.77
180	GLASS CLEANER, 9/32 OZ.	\$23.54
181	SCRUBBER, STAINLESS STEEL, CURLY	\$6.56
182	Hashbrown Stuffed with Egg & Cheese (128/case)	\$115.32
183	Mozzarella Sticks, WG (8/3#)	\$86.68
184	Turkey & Cheese Sandwich, IW (72/case)	\$95.18
185	Taco Seasoned Ground Turkey, Fully Cooked (4/7#)	\$106.90
186	Dark Turkey Barbacoa ((4/5#)	\$91.63
187	Chicken & Vegetable Dumpling, Whole Wheat (104/case)	\$74.21
188	Mini Powdered Donut Holes in a Cup, WG (60/case)	\$58.89
189	Mini Blueberry Glazed Donut Holes in a Cup, WG (60/case)	\$58.89
190	Muffin Cup, Banana Chocolate Chip, WG, IW (80/case)	\$65.75
191	Muffin Cup, Apple Cinnamon, WG, IW (80/case)	\$65.75
192	Italian Meatless Crumbles, Shelf Stable (11.75 oz dry)	\$100.57
193	Grilled Cheese Sandwich, IW (108/case)	\$119.21
194	Sauce, Buffalo Wing, Mild (110139)	\$75.00
195	Honey, Bulk (113431)	\$141.60
196	Sauce, Orange (398009)	\$67.05
197	Seasoning, Everything Bagel (9702213)	\$11.25
198	Waffles, Froot Loops, Eggo, Whole Grain	\$34.71
199	Taco, Beef & Cheese, CrispUps, Whole Grain	\$105.63
200	Eggroll, Chicken, Whole Grain (302523)	\$55.18
201	Bread, Garlic Knot, Whole Grain (302694)	\$71.81
202	Lasagna Rollup, Cheese, Whole Grain (308158)	\$102.76
203	Yogurt, Parfait Pro, Vanilla, Reduced Sugar	\$33.98
204	Yogurt, Parfait Pro, Blueberry	\$33.98
205	Double Chocolate Ganache Filled Bites, Whole Grain	\$56.35
206	Beef Steak, Seasoned, Fully Cooked	\$270.55
207	Cheese Stick, IW, 1 oz., Variety of Flavors (200753)	\$46.65
208	Yogurt, Bulk, 5#, Vanilla	\$27.53
209	Yogurt, Bulk, 5#, Strawberry	\$32.73

210	Ketchup, Portion Pack, 9 grams	\$26.32
211	Sauce, Taco, Portion Pack, 9 grams	\$11.60
212	Tortilla, Wrap Ultragrain 6" WG L/SOD 30/12 CT	\$44.44
213	Tortilla, Wrap Ultragrain 8" WG L/SOD 18/12 CT	\$35.86
214	Tortilla, Wrap Ultragrain 9" WG L/SOD 16/12 CT	\$43.52
215	Dinner Roll, WG, Split Top, Bulk, 162/cs – Bake Crafters 4061	\$33.63
216	Breakfast Bagel, Egg, Sausage & Cheese, IW, 2.83 oz. 96/Case	\$78.78
217	Breakfast Bagel, Egg & Cheese, IW, 2.8 oz. 96/Case	\$78.78
218	Donut Holes in Cup, Mini Chocolate Glazed, 3 oz. 60/Case	\$59.81
219	Parmesan Cheese, Shredded, 4/5# Bag	\$23.50
220	Dressing, Caesar, PC, 1.5 oz. 60/Case	\$19.46
221	Dressing, Asian Sesame, PC, 1.5 oz. 60/Case	\$19.04
222	Chow Mein Noodles, WG, 6/24 oz.	\$46.63
223	Mango, Chunks, Frozen 2/5#	\$36.00
224	Vinegar, Red Wine, 1 Gallon	\$5.15
225	Woodles, WG Ramen Noodles 144/Case	\$44.68
226	Chicken Wings 2/5#	\$50.60
227	Waffle, WG, Bulk 144/Case	\$26.95
228	Lime Juice, 1 Gallon	\$15.25
229	Beans, Black, Taco Fiesta, 6/10#	\$48.50
230	Pancakes, WG, Bulk 144/Case	\$27.25
231	Tomato Soup, 12/50 oz.	\$52.90
232	Bread, Hoagie, 6", WG, 12/6 pack	\$30.40
233	Bun, Brioche, WG, 2.1 oz., 120/Case	\$34.50
234	Chicken Sausage Pancake Breakfast Sandwich, IW, 2.9 oz., 120/Case	\$107.50
235	Egg & Cheese Filled Biscuit, IW, 190/Case	\$150.21
236	French Fry, Waffle Cut, Seasoned, 6/4.5#	\$37.95
237	Cheese, Colby Jack, Sliced, 0.75 oz., 6/1.5#	\$31.20
238	Cheese, Pepper Jack, Sliced, 0.75 oz., 6/1.5#	\$34.40
239	Sauce, Tikka Masala, 2/4#	\$36.00
240	Bread, Naan, WG, 120/Case	\$68.40
241	Breakfast Pocket with Bacon, Egg & Cheese, IW, WG, 3 oz., 60/Case	\$53.35
242	Meatballs, Beef, 0.65 oz., 6/5#	\$156.97
243	Waffles, Sunrise, WG, IW, 72/Case	\$104.56
244	Waffles, Sunrise, WG, Bulk, 144/Case	\$95.46
245	Onion Rings, Breaded, WG, Oven Ready, 175/Case	\$87.63
246	Broccoli Nuggets, Breaded, WG, 182/Case	\$121.98
247	Fish, Alaska Pollock, Nuggets, Breaded, Potato Crunch, 40/Case	\$47.44
248	Cornbread Poppers, WG, 384/Case	\$42.21
249	French Fry, Bakeable, 3/8", 6/5#	\$43.46
250	Hot Dog, Beef, Reduced Sodium, 8/1, 80/Case	\$47.60
251	Corn Dog Nuggets, Chicken, WG, 120/Case	\$31.89

252	Chicken Filet, Dill Flavored, WG, 80/Case	\$96.60
253	Spaghetti Sauce, 6/10#	\$53.68
254	Onions, Dried, Chopped, 15#	\$60.83
255	Guacamole, Western, Frozen, 12/1#	\$58.07
256	Rice, Brown, Long Grain, 25#	\$19.13
257	Tartar Sauce, PC, 200/Case	\$17.70
258	Olive Oil, 2 Liters	\$20.76
259	Sauce, Buffalo Wing, Mild, 4/1 Gallon	\$75.00
260	Pasta, Penne, Mini, 2/10#	\$23.40
261	Veggie Buffalo Wings, 0.66 OZ.	\$51.63
262	100% Juice, 10 OZ., Variety of Flavors - Middle & High Tropicana Pepsico (24 Count)	\$27.68
263	Beef Base, Reduced Sodium (6 Count)	\$35.10
264	Chicken Base, Reduced Sodium (6 Count)	\$34.20

Signature: 

Email: BRO220@henrico.gov

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:

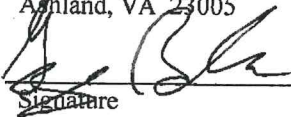
1. This Goods Contract between HCPS and Contractor.
2. Invitation for Bid No. 22-2365-6MEJ, dated June 13, 2022 (as modified by any addenda and including the terms and conditions of any attachments).
3. The Contractor’s bid dated June 22, 2022.

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