



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

DATE:	April 9, 2024	<b>Updated 11/21/2025</b>
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Fresh Produce	
CONTRACT NUMBER:	2641A	
COMMODITY CODE:	390.84 Vegetables, Fresh	
CONTRACT PERIOD:	September 1, 2025 through August 31, 2026	
RENEWAL OPTIONS:	Three (3) additional one year periods through 2029	
USER DEPARTMENT:	County and Schools	
Contact Name:	Dana Whitney; Pamela Butler; Robin Robins; Jamie Holubar; Jason Smith	
Phone Number:	804-261-9462; 804-261-9465; 804-261-9463; 804-261-9472; 804-501-4358	
Email Address:	<a href="mailto:dkwhitney@henrico.k12.va.us">dkwhitney@henrico.k12.va.us</a> ; <a href="mailto:prbutler@henrico.k12.va.us">prbutler@henrico.k12.va.us</a> ; <a href="mailto:rrobins@henrico.k12.va.us">rrobins@henrico.k12.va.us</a> ; <a href="mailto:jholubar@henrico.k12.va.us">jholubar@henrico.k12.va.us</a> ; <a href="mailto:smi197@henrico.us">smi197@henrico.us</a>	
HENRICO COOPERATIVE TERMS INCLUDED:	Y	
SUPPLIER: Name:	PJK Food Service LLC dba Keany Produce & Gourmet	
Address:	3310 75 <sup>th</sup> Avenue	
City, State:	Landover, Maryland 20785	
Contact Name:	Marcia Laskos	
Phone Number:	301-618-5463	
Email address:	<a href="mailto:Marcia.laskos@keanyproduce.com">Marcia.laskos@keanyproduce.com</a>	
ORACLE SUPPLIER NUMBER:	373863	
BUSINESS CATEGORY:	Non-SWaM	
PAYMENT TERMS:	Net 30	
DELIVERY:	As Needed and Requested	
FOB:	Destination	
BUYER: Name:	Porsche K. White	
Title:	Procurement Analyst I, VCA, VCO	
Phone:	804-501-5679	
Email:	<a href="mailto:whi171@henrico.us">whi171@henrico.us</a>	

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

Annual Contract for Fresh Produce  
Contract No. 2641A  
Amendment No. 2  
October 20, 2025

**Whereas**, the County of Henrico, Virginia and County School Board of Henrico County, Virginia (collectively, the “County”) and PJK Food Service LLC dba Keany Produce & Gourmet (“Contractor”) entered into Contract No. 2641A dated April 10, 2024, as amended (the “Contract”), to provide Fresh Produce when needed and requested by the County; and,

**Whereas**, the original Contract term was from September 1, 2024 to August 31, 2025; and,

**Whereas**, the parties renewed the Contract for an additional 1-year term beginning September 1, 2025, and ending August 31, 2026; and removed Oranges, Florida Case/125 CT and Oranges, Sunkist Case/125CT; and added Oranges, Fancy Case/138 CT, Tomatoes 5x6 Case/25 LB, Tomatoes 6x6 Case/25 LB, and Cabbage, Red Shredded Bag/5 LB; and,

**Whereas**, the Contract expressly incorporates by reference Invitation for Bid No. 24-264-1PKW (the “IFB”), and Sec. 1(I)(4) of the IFB contemplates that the parties may agree to temporary price increases for acts of God; and,

**Whereas**, by email on October 24, 2025, Contractor submitted to the County a request for temporary price increases under Sec. 1(I)(4) of the IFB, and the County is willing to honor the request; and,

**Whereas**, the parties wish to memorialize which items are subject to the temporary price increases and which items are suspended from the Contract.

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

1. Effective as of October 20, 2025, Appendix A.1 is deleted from the Contract and replaced by Appendix A.2, attached hereto and incorporated herein by reference.
2. Effective as of October 20, 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.2.”
3. The Contract is hereby amended to change the price of Carrot, Short Cut to \$6.96 per case of 5/1LB, and Broccoli Florets 4/3 LB to \$36.21 and to add the following 2 items:

	ITEM	PROPOSED BRAND NAME AND CODE	NO. UNITS PER CASE	PRICE PER CASE
1.	Lettuce, Vibrant Greens	05893 Greenswell Growers	3/2#	\$37.45
2.	Cantaloupe, Whole Melon	03033 Various Brands	12 Count	\$29.90

4. The following items are temporarily unavailable for purchase by the County:

	ITEM	PRODUCT CODE	NO. UNITS PER CASE
1.	Cauliflower	90170	2/3 LB
2.	Lettuce, Romaine Blend	90575	4/5 LB
3.	Lettuce, Salad Mix Blend	90570	4/5 LB
4.	Lettuce, Shredded Iceberg	90295	4/5 LB
5.	Lettuce, Iceberg	12165	24 CT
6.	Lettuce, Romaine	12190	24 CT
7.	Lettuce, Green Leaf	12145	24 CT
8.	Strawberries	18173	8/1 LB

5. Contractor shall furnish the County periodic reports regarding the progress of the temporary price increases and unavailable inventory. As soon as practicable, Contractor shall resume performance at the originally contracted prices and for the originally contracted goods, and the parties will execute a Contract amendment to confirm the end of the temporary price increases and product suspensions.
6. All other provisions of the Contract remain in full force and effect.

Intending to be legally bound, the parties have caused this Amendment No. 2 to the Contract to be executed by the following duly authorized individuals:

PJK Food Service LLC dba Keany Produce & Gourmet  
 3310 75<sup>th</sup> Avenue  
 Landover, Maryland 20785

County School Board of Henrico County, Virginia  
 3920 Nine Mile Road  
 Henrico, VA 23273-0775

  
 \_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Signature

Marcia Laskos, Director of Contracting  
 \_\_\_\_\_  
 Printed Name and Title

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO  
 \_\_\_\_\_  
 Purchasing Director

Date: November 14, 2025  
 \_\_\_\_\_

Date: 11/21/2025  
 \_\_\_\_\_

APPROVED AS TO FORM



Assistant County Attorney

11/21/2025

Date

## Appendix A.2

### PRICE SCHEDULE – CONTRACT NO. 2641A 2025-2026

Item #	Item Category	Item Description	Pack Size	Weight Count	Unit Cost
1	FRUITS	APPLES, GOLD DELICIOUS	CASE	125 CT	\$32.83
2	FRUITS	APPLES, RED DELICIOUS	CASE	125 CT	\$32.83
3	FRUITS	APPLES, GRANNY SMITH	CASE	110/113 CT	\$47.49
4	FRUITS	BANANAS, PETITE	CASE	40 LB	\$23.54
5	FRUITS	BANANAS, BRK/ON TURN (3/4 COLOR)	CASE	40 LB	\$28.80
6	FRUITS	CANTALOUPE, WHOLE MELON	CASE	12 CT	\$29.90
7	FRUITS	CLEMENTINES	CASE	30 LB	\$44.71
8	FRUITS	KIWI	TRAY	30 EACH	\$39.92
9	FRUITS	LEMONS	CASE	12 CT	\$5.65
10	FRUITS	GRAPEFRUIT, RED	CASE	40 CT	\$37.73
11	FRUITS	GRAPES, RED SEEDLESS	CASE	20 LB	\$40.95
12	FRUITS	HONEYDEW	CASE	5/6/8 CT	\$22.82
13	FRUITS	LIMES	CASE	12 CT	\$5.48
14	FRUITS	NECTARINES	TRAY	30 EACH	\$35.71
15	FRUITS	ORANGES, FANCY	CASE	138 CT	\$38.81
16	FRUITS	PEARS, D'ANJOU	CASE	120 CT	\$39.58
17	FRUITS	PEARS, BARTLETT	CASE	120 CT	\$39.58
18	FRUITS	PEPPERS, GREEN	CASE	12 CT	\$6.92
19	FRUITS	PEPPERS, RED	CASE	12 CT	\$8.15
20	FRUITS	PEPPERS, YELLOW	CASE	12 CT	\$7.48
21	FRUITS	PINEAPPLES, GOLDEN	CASE	6/8 CT	\$20.16
22	FRUITS	PLUMS, RED	CASE	20 LB	\$39.33
23	FRUITS	STRAWBERRIES, CONSUMER	CASE	8/1LB	UNAVAILABLE
24	FRUITS	TOMATOES, 5 X 6	CASE	25 LB	\$47.38
25	FRUITS	TOMATOES, 6 X 6	CASE	10 LB	\$27.08
26	FRUITS	TOMATOES, 6 X 6	CASE	25 LB	\$27.08
27	FRUITS	TOMATOES, GRAPE	FLAT	12 PINTS	\$21.32
28	FRUITS	WATERMELON, SEEDLESS	EACH	1 EACH	\$9.00
29	FRUITS	PEACHES	TRAY	30 EACH	\$38.86
30	VEGETABLES	BASIL	BUNCH	3 EACH	\$4.32
31	VEGETABLES	BEANS, BUSHEL	BUSHEL	1 BUSHEL	\$32.27
32	VEGETABLES	BROCCOLI FLORETS	CASE	4/3 LB	\$36.21
33	VEGETABLES	CELERY, CALIFORNIA	CASE	3 CT	\$4.62
34	VEGETABLES	CILANTRO	BUNCH	3 EACH	\$4.02
35	VEGETABLES	CUCUMBERS, BULK	CASE	12 CT	\$5.05
36	VEGETABLES	KALE	BUSHEL	1 BUSHEL	\$20.75
37	VEGETABLES	LETTUCE, GREEN LEAF BY GREENSWELL GROWERS	CASE	3/2 LB	\$34.80

38	VEGETABLES	LETTUCE, GREEN LEAF	CASE	24 HEADS	UNAVAILABLE
39	VEGETABLES	LETTUCE, ICEBERG	CASE	24 HEADS	UNAVAILABLE
40	VEGETABLES	LETTUCE, ROMAINE	CASE	24 HEADS	UNAVAILABLE
41	VEGETABLES	ONIONS, GREEN ICELESS	CASE	12 CT	\$6.92
42	VEGETABLES	ONIONS, RED JUMBO	LB	5 LB	\$4.62
43	VEGETABLES	ONIONS, SPANISH	LB	5 LB	\$4.20
44	VEGETABLES	PARSLEY, CALIFORNIA	BUNCH	3 EACH	\$4.02
45	VEGETABLES	POTATOES, IDAHO	CASE	70 CT	\$22.47
46	VEGETABLES	POTATOES, SWEET JUMBO LOCAL	LB	40 LB	\$20.75
47	VEGETABLES	RADISHES, CELLO	PACK	6/6 OZ	\$3.46
48	VEGETABLES	SQUASH, YELLOW MEDIUM	BUSHEL	1/2 BUSHEL	\$20.75
49	VEGETABLES	SQUASH, ZUCCHINI MEDIUM	BUSHEL	1/2 BUSHEL	\$21.32
50	PROCESSED	CABBAGE, GRN SHRED W/CARROTS	BAG	4/5 LB	\$21.90
51	PROCESSED	CABBAGE, RED SHREDDED	BAG	5 LB	\$11.98
52	PROCESSED	CARROT, SHORT CUT	CASE	5/1 LB	\$6.96
53	PROCESSED	CARROT, SHREDDED 1/8"	BAG	5 LB	\$7.83
54	PROCESSED	CAULIFLOWER FLORETS	BAG	3 LB	UNAVAILABLE
55	PROCESSED	CELERY, STICKS (#1)	BAG	5 LB	\$10.20
56	PROCESSED	FRENCH FRIES 3/8" SKIN ON	BAG	6 LB	\$40.04
57	PROCESSED	JUICE, LEMON	LITER	1 LITER	\$5.18
58	PROCESSED	LETTUCE, MESCLUN	BAG	3 LB	\$9.80
59	PROCESSED	LETTUCE, ROMAINE BLEND	BAG	5 LB	UNAVAILABLE
60	PROCESSED	LETTUCE, SALAD MIX BLEND	BAG	5 LB	UNAVAILABLE
61	PROCESSED	LETTUCE, SHREDDED ICEBERG	BAG	5 LB	UNAVAILABLE
62	PROCESSED	LETTUCE, VIBRANT GREENS	CASE	3/2 LB	\$37.45
63	PROCESSED	SALSA MIX, PICO DE GALLO	LB	5 LB	\$17.99
64	PROCESSED	SPINACH, DE-STEMMED	BAG	3/2 LB	\$20.75
65	PRE-PORTIONED	CARROT, CARROTEENIE SNAX	CASE	100/2.6 OZ	\$25.44

**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 all tools, labor, equipment, and supervision necessary to provide inside delivery of Fresh Produce to Henrico County Public Schools School Nutrition Services (SNS) and other Henrico County General Government Agencies (collectively the “County”), as needed and requested in accordance with the enclosed general terms, conditions, and specifications.

**B. Historical Data.**

Below demonstrates the historical purchase of Fresh Produce for the last two fiscal years. This information is provided for informational purposes only with no guarantee to purchase a specific amount on the resultant contract from this solicitation.

<b>Fiscal Year</b>	<b>7/1/2022-6/30/2023</b>	<b>7/1/2023-12/31/2023</b>
<b>Approximate Amount Spent:</b>	\$ 277,574.50	\$ 62,445.65

**C. 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.

**D. Specifications.**

1. The Successful Bidder shall work with the County’s authorized or designated representatives to provide fresh produce (**See Bid Form Pricing Schedule for the list of fresh produce**) to the County locations listed on Attachment H. During the contract period, the County may add additional locations to the list.
2. The Successful Bidder shall be a firm regularly engaged in the sale and delivery of fresh produce. All fresh produce products must meet the requirement stated in the fresh produce specification.
3. The Successful Bidder shall be a full-line distributor with a stocking warehouse for all items listed on the Bid Pricing Schedule. A stocking warehouse shall be defined as a facility that has storage on premises for fresh produce.
4. If products are produced in a facility in which peanut or tree nut products are also manufactured, SNS requires a manufacturer’s statement detailing the Bidder’s Standard Operating Procedure (SOP) to prevent cross-contact.

5. The Successful Bidder shall adhere to the following Fresh Produce Specifications:
  - a. Supply fresh produce that is processed, packaged, and delivered in accordance with the regulations of the Virginia Health Department and U.S. Department of Agriculture. All fresh produce products must be free from spoilage, contamination, deterioration, and/or other visible and non-visible damage.
  - b. Produce must not contain pesticides in excess of established tolerance limits. Certification may be requested on Alar level in apples.
  - c. All produce must be delivered in clean refrigerated trucks to minimize decay.
  - d. All fruits and vegetables, at time of delivery:
    - i. Must have less than 2% decay
    - ii. Must be top quality
    - iii. Must be fully mature
    - iv. Must be in good commercial condition with regard to texture, juiciness, and firmness in accordance with its type and varietal attributes.
    - v. All processed produce products (i.e., carrotenees, celery & carrot sticks, broccoli & cauliflower florets, shredded cabbage, and salad greens) shall have a minimum expiration date of seven (7) days.

E. Facility Product Inspection, Testing, and Samples

1. The County reserves the right to visit the Successful Bidders' premises, facilities, and processing methods at various intervals during the term of a resulting Contract.
2. The County reserves the right to conduct any tests or evaluations deemed necessary to determine conformance of offered fresh produce products with the specification and/or conduct a sensory evaluation (e.g. student taste tasting) on the variables of flavor, color, and texture before award of bid. Standard tests may be conducted for any 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.
3. If requested by the County, the Bidder shall provide requested samples in accordance with section II.Y. Failure to submit requested samples may disqualify Bidder from further consideration. Samples shall be packed in the 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 will result in rejection of bid.
4. No Substitutions  
No substitution of products under contract will be allowed without the written approval of the Director or Assistant Director of School Nutrition Services, the Café 1611 Manager, the County's Juvenile Detention Center appointed representative, and the Henrico Area MH/DS appointed representative. Substitutions must be equal to or better than the item bid and shall be shipped at the original item cost. If the substituted item cost is less than the original item cost, the lower cost shall prevail.
5. Product Changes  
The Successful Bidder shall inform the County immediately of any changes to size or content of contract items. A nutritional analysis shall be provided immediately to the School Nutrition Services Director or Assistant Director or Registered Dietician. Failure to do so

may be grounds to cancel the existing contract. School Nutrition Services will make the determination if the product meets school nutrition requirements.

6. Product Recalls:

- a. The Successful Bidder shall have a Standard Operating Procedure (SOP) in place to effectively respond to food recalls. This process shall include immediate notification to the County and assurance that recalled products are identified and removed from all County sites in the most expedient manner.
- b. The Successful Bidder shall notified the Director of School Nutrition Services, the Café 1611 Manager, the Henrico County Juvenile Detention Center, and the Henrico Area MH/DS appointed representatives 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 County's authorized representatives for immediate release to HCPS and General Government locations.
- c. The Successful Bidder shall either issue a credit or deliver a comparable substitute at the discretion of the County's authorized representatives.
- d. All costs associated with the product recall, which include, but are not limited to transportation and handling costs, are borne by the Successful Bidder and are not the responsibility of the County.

7. No Sub-Contract Services

The Successful Bidder shall not sub-contract any services, deliveries, or other responsibilities set forth in this IFB.

F. General Requirements.

1. **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.

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.

2. The Successful Bidder shall have a Hazard Analysis and Critical Control Point (HACCP) plan available upon request.
3. Prior to the award of a contract, the County reserves the right to inspect the Bidders' premises, facilities, and processing methods for providing fresh produce.

G. Order and Delivery Requirements.

1. **Minimum Order:** There shall be no minimum order amount per delivery. No added delivery or fuel charges shall be allowed under this contract.
2. **Placing of Orders:** The County's authorized or designated representatives will place individual orders directly with the Successful Bidder and shall provide electronic order submissions 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. The County's authorized or designated representatives will work with the Successful Bidder to ensure the file matches the Successful Bidder's formatting requirements.

3. **No Deliveries Before Opening Hours:** Deliveries shall not be made before 7:00 AM and no products shall be left outside the kitchen (i.e., by the door or on the loading dock) of any County and School locations. The County authorized or designated representatives 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 County personnel.
4. **Delivery Schedule:** Successful Bidder shall provide at the beginning of the contract each County authorized or designated representative with a schedule of specific delivery days. All fresh produce shall be delivered and placed in a kitchen location designated by the County's authorized or designated representatives. The following are the delivery hours for the locations:
  - a. Henrico County Public Schools (HCPS): Deliveries shall be weekly 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 shall be no deliveries on Saturday, Sunday, or the following HCPS holidays (Winter Break, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Holiday, and any other days HCPS buildings/facilities are closed). Deliveries made during weeks that include HCPS holidays shall be coordinated with the School Nutrition Services Manager.
  - b. Café 1611: Deliveries shall be Monday through Friday between the hours of 7:00 AM and 11:00 AM with product to be placed in a kitchen location designated by the Manager. There shall be no deliveries on Saturday, Sunday, or the following County holidays (New Year's Day, President's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve and Christmas Day).
  - c. Henrico County Juvenile Detention Center: Deliveries shall be Monday through Friday between the hours of 8:00 AM and 4:00 PM with products to be placed in a kitchen location designated by the Manager. There shall be no deliveries on Saturday, Sunday or the following County holidays (New Year's Day, President's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve and Christmas Day).
  - d. Henrico Area Mental Health and Developmental Services: Deliveries shall be Monday through Friday between the hours of 8:30 AM and 4:00 PM with products to be placed in a kitchen location designated by the Manager. There shall be no deliveries on Saturday, Sunday or the following County holidays (New Year's Day, President's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve and Christmas Day).
5. **HCPS Calendar:** School Nutrition Services will provide an HCPS school calendar to the Successful Bidder. It is the responsibility of the Successful Bidder to make delivery adjustments for inclement weather, school closings and delays.

6. **Summer Program:** Successful Bidder should anticipate and plan for fresh produce deliveries associated with the HCPS Summer Program which is administered from June through August each calendar year. Delivery schedules associated with the Summer Program will be coordinated with the School Nutrition Services office. The Summer schedule is Monday through Thursday from 7:00 AM until 12:00 PM (Noon).
7. **Deviation to Delivery Schedule:** Any deviations to delivery schedules by the Successful Bidder shall require written approval by the County's authorized or designated representatives.
8. **Issues With Delivery:** The Successful Bidder shall notify the County's authorized or designated representatives immediately if there is an issue with delivery.
9. **Delivery Unfulfilled:** Should there be any issue with not fulfilling orders on normal delivery days, the Successful Bidder shall notify the County's authorized or designated representatives by email no later than the designated delivery that the products will not be there for whatever reason and state the reason why the product is not available. The Successful Bidder must also confirm that a special delivery will be made the next day.
  - a. **Out- of- Stock:** It is the responsibility of the Successful Bidder to notify the County authorized or designated representative of out-of-stock items at least twenty-four (24) hours in advance and offer an approved substitute as menus are affected by shortages.
  - b. **Late Deliveries:** When late deliveries are expected for any reason, the Successful Bidder must contact the County authorized or designated representative and all school locations affected either by phone or email. Persistent failure to meet delivery schedules is grounds for cancelling the contract.
10. **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.
11. **Deliveries Received:** Only the County's authorized or designated representatives will check and sign for deliveries of all fresh produce. The County will not accept responsibility for delivery of products signed by unauthorized personnel. Unauthorized personnel include custodial, teachers, and office staff.
12. **Delivery Ticket/Invoice:** All shipments shall be accompanied by Delivery Tickets or Invoices. The Successful Bidder shall leave two (2) copies of the delivery ticket/invoice with the County's authorized or designated representatives when deliveries are made to the specified location. Delivery drivers shall sign or initial each delivery ticket/invoice after all items are delivered to the specified locations.
13. **Driver Signature on Shortages>Returns:** Delivery drivers are required to sign or initial each delivery invoice if changes are made regarding shortages or returns.
14. **Unapproved Goods:** The County has the right to refuse any products delivered to the designated County locations that have not been approved or ordered by the County's authorized or designated representatives prior to delivery. Delivery of non-approved items will be returned at the expense of the Successful Bidder.
15. **Damaged Products:** If excessive spoilage or damage is noted on any fruits or vegetables, the product will be rejected and must be replaced the same or next day, or full credit must be given. The Successful Bidder must provide credit for produce delivered that does not comply with bid specifications. Credit memos shall be sent to the location respective

department (School Nutrition Services, Café 1611, the Juvenile Detention Center, and Henrico Area MH/DS) address listed in section I.H.2.

16. **Inferior Product:** If any delivered product is found to be inferior or is not the original product bid; the Successful Bidder will be given notice to pick up the product and issue a credit to School Nutrition Services, Café 1611, the Henrico County Juvenile Detention Center, and the Henrico Area MH/DS. The County reserves the right to terminate the contract for said product.
17. **Expired Products:** Products delivered with expiration dates less than seven (7) days from date of delivery shall be rejected. If items expiring less than seven (7) days from the date of delivery are inadvertently accepted, the Successful Bidder shall be notified, and the product shall be exchanged (picked up from the County specified location and replaced by the Successful Bidder the next business day or their value credited to the respective department for the location.) Product credits shall be indicated on the delivery invoice.
18. **Slow Moving Products:** The County designated representatives will, over the course of the contract, determine how to reduce or eliminate slow moving items.
19. **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.

H. Invoicing and Billing Requirements.

1. **Monthly Billing Statements:** The Successful Bidder shall provide monthly statements for the County 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 and County 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. If the Successful Bidder has multiple contracts with the County or HCPS, statements must be prepared separately and shall not be combined. All agencies involved shall receive invoices independent of the other agencies.
2. **Billing Address:** Monthly statements and credit memos referencing the contract number and order number shall be sent to the following:

Henrico County School Nutrition Services  
Accounts Payable  
1910 E Parham Road  
Henrico, VA 23228

Café 1611/Employee Café  
P.O. Box 90775  
Henrico, VA 23273-0775

Henrico County Juvenile Detention Center  
4201 E. Parham Road  
Henrico, VA 23273

Henrico Area Mental Health and Developmental Services  
5623 Lakeside Avenue  
Henrico, Virginia 23228

3. **Incorrect Billing:** HCPS will check the Successful Bidder's monthly statements against the delivery tickets/invoices to verify all charges. If the Successful Bidder doesn't provide monthly statements as requested, or if any discrepancy is discovered, the County reserves the right to return such statements to the Successful Bidder. Payment shall not be made until corrected statements are received by the County.
4. **Usage Report:** Upon request, the Successful Bidder shall supply the County with a current product-usage report that will provide monthly and year-to date usage of individual products. For School Nutrition Services, individual product usage by school location is preferable. The Café 1611, the Juvenile Detention Center, and the Henrico Area MH/DS locations shall be provided with their own usage reports.
5. **Non-Contract Items:** If non-contract products are requested, the Successful Bidder must receive written permission in the form of an amendment to add non-contract items before delivery of products. If permission is not granted, the County will not take financial responsibility for the delivery of non-contract products. The County agrees to only pay the contract price for items listed on the Bid Pricing Schedule for all contract items.

I. Pricing.

1. **Unit Price Adjustments:** An adjustment to unit prices shall be made for any item that has been decreased in individual serving size. Adjustments shall be made according to the per unit price. Any price increases due to unforeseen circumstances incurred to the County 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 County designated representatives for specified contract items. Price increases shall be in accordance with Part II, General Terms and Conditions, Section J.
4. **Act of God:** Should there be an event that escalates a produce price, the Successful Bidder must submit documentation to the Director of School Nutrition Services, the Café 1611 Manager, and the Henrico County Juvenile Detention Center appointed representative immediately for consideration of a temporary price increase.

J. Bid Submission Requirements.

1. Bidder shall submit as an attachment in eVA, a completed Bid Form in accordance with section II.D.D.
2. Complete bid submissions will include the following documents:
  - a) Bid Form
  - b) Bid Form Pricing Schedule (excel document)
  - c) Bid Signature Sheet
  - d) Attachment A - Business Category Classification Form
  - e) Attachment B – Virginia SCC Registration Information
  - f) Attachment C – Bidder's Reference Sheet
  - g) Attachment F – Direct Contact with Students Form
  - h) Attachment G – Anti-Lobbying Certification
  - i) Responsible Bidder Certification
  - j) If your business is located in Henrico County, include a copy of your current business license with your bid.



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

**Goods Contract**  
**Contract No. 2641A**

This Goods Contract (this "Contract") entered into this 10<sup>th</sup> day of April 2024, by the County of Henrico, Virginia and County School Board of Henrico County, Virginia (collectively, the "County") and P.J.K. Food Service, LLC dba Keany Produce & Gourmet, a Delaware limited liability company, and its successors it assigns (the "Contractor").

**SCOPE OF CONTRACT:** The Contractor shall furnish all materials, equipment, and labor necessary to provide Fresh Produce to the County as set forth in the Contract Documents.

**COMPENSATION:** The compensation the County will pay to the Contractor under this Contract shall be as set forth in Appendix A.

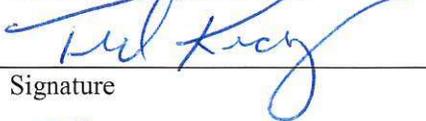
**CONTRACT TERM:** The Contract term shall be for a period of one (1) year beginning September 1, 2024 and ending August 31, 2025. The County may renew the Contract for up to four (4) one-year terms by giving 30 days' written notice before the end of the term unless Contractor has given the County written 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 the County and Contractor.
2. Invitation for Bid No. 24-2641-1PKW, dated March 12, 2024 (as modified by any addenda).
3. The Contractor's bid dated March 26, 2024.

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

P.J.K. Food Service, LLC  
dba Keany Produce & Gourmet  
3310 75<sup>th</sup> Avenue  
Landover, Maryland 20785

  
Signature

TED KEANY  
Printed Name and Title

4/12/24  
Date

County of Henrico, Virginia / County School Board  
of Henrico County, Virginia  
P.O. Box 90775 / P.O. Box 23120  
Henrico, VA 23273-0775 / 23223

  
Signature

Oscar Knott, CPP, CPPO, VCO  
Purchasing Director

04/12/2024  
Date

Approved as to form by  
Assistant County Attorney

  
4-11-24

## Appendix A

Item #	Item Category	Item Description	Pack Size	Weight Count	Unit Cost
1	FRUITS	APPLES, GOLD DELICIOUS	CASE	125 CT	\$31.94
2	FRUITS	APPLES, RED DELICIOUS	CASE	125 CT	\$31.94
3	FRUITS	APPLES, GRANNY SMITH	CASE	125 CT	\$46.20
4	FRUITS	BANANAS, PETITE	CASE	40 LB	\$22.90
5	FRUITS	BANANAS, BRK/ON TURN(3/4 COLOR	CASE	40 LB	\$28.02
6	FRUITS	CLEMENTINES	CASE	30 LB	\$43.49
7	FRUITS	KIWI, BULK	TRAY	30 EACH	\$38.83
8	FRUITS	LEMONS	CASE	12 CT	\$5.50
9	FRUITS	GRAPEFRUIT, RED	CASE	40 CT	\$36.70
10	FRUITS	GRAPES, RED SEEDLESS	CASE	20 LB	\$39.83
11	FRUITS	HONEYDEW	CASE	6/8 CT	\$22.20
12	FRUITS	LIMES	CASE	12 CT	\$5.33
13	FRUITS	NECTARINES	TRAY	30 EACH	\$34.74
14	FRUITS	ORANGES, FLORIDA	CASE	125 CT	\$37.75
15	FRUITS	ORANGES, SUNKIST	CASE	125 CT	\$37.75
16	FRUITS	PEARS, D'ANJOU	CASE	120 CT	\$38.50
17	FRUITS	PEARS, BARTLETT	CASE	120 CT	\$38.50
18	FRUITS	PEPPERS, GREEN	CASE	12 CT	\$6.73
19	FRUITS	PEPPERS, RED	CASE	12 CT	\$7.93
20	FRUITS	PEPPERS, YELLOW	CASE	12 CT	\$7.28
21	FRUITS	PINEAPPLES, GOLDEN	CASE	6/8 CT	\$19.61
22	FRUITS	PLUMS, RED	CASE	20 LB	\$38.26
23	FRUITS	STRAWBERRIES, CONSUMER	CASE	8/1LB	\$21.86
25	FRUITS	TOMATOES, 6 X 6	CASE	10 LB	\$26.34
26	FRUITS	TOMATOES, GRAPE	FLAT	12 PINTS	\$20.74
27	FRUITS	WATERMELON, SEEDLESS	EACH	1 EACH	\$8.75
28	FRUITS	PEACHES	TRAY	30 EACH	\$37.80
29	VEGETABLES	BASIL	BUNCH	3 EACH	\$4.20
30	VEGETABLES	BEANS, BUSHEL	BUSHEL	1 BUSHEL	\$31.39
31	VEGETABLES	BROCCOLI FLORETS	CASE	4/3 LB	\$25.50
32	VEGETABLES	CELERY, CALIFORNIA	CASE	3 CT	\$4.49
33	VEGETABLES	CILANTRO	BUNCH	3 EACH	\$3.91
34	VEGETABLES	CUCUMBERS, BULK	CASE	12 CT	\$4.91
35	VEGETABLES	KALE	BUSHEL	1 BUSHEL	\$20.18
36	VEGETABLES	LETTUCE, GREEN LEAF BY GREENSWELL GROWERS	CASE	3/2 LB	\$33.85
37	VEGETABLES	LETTUCE, GREEN LEAF	CASE	24 HEADS	\$29.71
38	VEGETABLES	LETTUCE, ICEBERG	CASE	24 HEADS	\$30.83

39	VEGETABLES	LETTUCE, ROMAINE	CASE	24 HEADS	\$27.47
40	VEGETABLES	ONIONS, GREEN ICELESS	CASE	12 CT	\$6.73
41	VEGETABLES	ONIONS, RED JUMBO	LB	5 LB	\$4.49
42	VEGETABLES	ONIONS, SPANISH	LB	5 LB	\$4.09
43	VEGETABLES	PARSLEY, CALIFORNIA	BUNCH	3 EACH	\$3.91
44	VEGETABLES	POTATOES, IDAHO	CASE	70 CT	\$21.86
45	VEGETABLES	POTATOES, SWEET JUMBO LOCAL	LB	40 LB	\$20.18
46	VEGETABLES	RADISHES, CELLO	PACK	6/6 OZ	\$3.37
47	VEGETABLES	SQUASH, YELLOW MEDIUM	BUSHEL	1/2 BUSHEL	\$20.18
48	VEGETABLES	ZUCCHINI MEDIUM	BUSHEL	1/2 BUSHEL	\$20.74
49	PROCESSED	CABBAGE, GRN SHRED W/CARROTS	BAG	4/5 LB	\$21.30
50	PROCESSED	CARROT, SHORT CUT	CASE	5/1 LB	\$8.12
51	PROCESSED	CARROT, SHREDDED 1/8"	BAG	5 LB	\$7.62
52	PROCESSED	CAULIFLOWER FLORETS	BAG	3 LB	\$19.85
53	PROCESSED	CELERY, STICKS (#1)	BAG	5 LB	\$9.92
54	PROCESSED	FRENCH FRIES 3/8" SKIN ON	BAG	6 LB	\$38.95
55	PROCESSED	JUICE, LEMON	LITER	1 LITER	\$5.04
56	PROCESSED	LETTUCE, MESCLUN	BAG	3 LB	\$9.53
57	PROCESSED	LETTUCE, ROMAINE BLEND	BAG	5 LB	\$21.11
58	PROCESSED	LETTUCE, SALAD MIX BLEND	BAG	5 LB	\$21.11
59	PROCESSED	LETTUCE, SHREDDED ICEBERG	BAG	5 LB	\$20.11
60	PROCESSED	SALSA MIX, PICO DE GALLO	LB	5 LB	\$17.50
61	PROCESSED	SPINACH, DE-STEMMED	BAG	3/2 LB	\$20.18
62	PRE-PORTIONED	CARROT, CARROTEENIE SNAX	CASE	100/2.6 OZ	\$24.75