

County of Henry

P.O. BOX 7
COLLINSVILLE, VIRGINIA 24078-0007
<http://www.co.henry.va.us/>

TELEPHONE (276) 634-4670
FAX (276) 634-4535



MEMBER OF
VAGP
NIGP

PURCHASING DEPARTMENT

APRIL 23, 2015
REQUEST FOR PROPOSAL
RFP # 15-05083-A156
HENRY COUNTY PURCHASING DEPARTMENT

The Henry County Schools solicits firms to submit proposals for **“Frozen Dessert Products.”** The **original** and **three (3)** submittals (**FOR A TOTAL OF FOUR (4) PROPOSALS**), marked **“Frozen Dessert Products” RFP #15-05083-A156** will be received in a sealed envelope not later than **3:00 p.m., Local Prevailing Time, May 8, 2015, in the:**

Purchasing Department, Room 210
Attn: Carole Jones, Chief Purchasing Agent
Henry County Administration Building
P.O. Box 7 (Postal Service)
3300 Kings Mountain Road (UPS or FedEx)
Collinsville, VA 24078-0007

Facsimile and/or electronic proposals will not be accepted. Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition.

On the contrary, all responsible firms, local, faith-based, minority-owned and female-owned are encouraged to submit a proposal.

The County/PSA reserves the right to reject any or all of the proposals, to waive informalities and to award in part or in whole any or all proposals. Any proposal submitted **MUST** be signed by an individual authorized to bind the offeror.

RFP #15-05083-A156

Enclosed is a ***“Proposal Requirements and Non-Collusion Statement”*** that must be signed and returned with the proposal or proposal may be rejected.

If you desire not to quote on this proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address. Otherwise, your name shall be removed from our bidders list after three (3) non-responses.

Contract Period

A notice of award will be signed and publicly posted once this RFP has been approved. The date on the notice of award will be when the RFP becomes effective (not date of service). Initial contract shall be for 1-year beginning July 1, 2015 and ending June 30, 2016. However, the Henry County Schools reserves the right to negotiate each year with awarded vendor for four (4) additional 1-year terms starting each year on July 1. In addition this contract could last until June 30, 2020. Under the VA Procurement Act, the County/PSA reserves the right to negotiate extending this contract for not more than one (1) additional year after original contract terms.

The above terms shall override any other written terms in this RFP and/or verbal comments made during negotiations, unless authorized by Chief Purchasing Agent.

Piggy Back Clause

This contract shall be available for piggy backing for any other state and local agency or government agency.

ILLEGAL ALIENS

Vendor promises they will not hire illegal aliens. By signing this proposal document the vendor confirms this promise.

CONTACT FOR THIS RFP:

Please contact Marci Lexa at 276-634-4703 for any questions pertaining to this RFP.

SPECIAL TERMS AND CONDITIONS

During the performance of any contract awarded pursuant to this RFP, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the operation of the contractor. The Contractor agrees to post in conspicuous places, available to provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor shall include in provisions of the foregoing paragraph A, B, and C in every subcontract or purchase order over \$5,000 so that the provisions will be binding upon each subcontractor or vendor.

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia as amended. Futhermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF FIRM _____

ADDRESS _____

SIGNATURE _____

NAME (TYPE/PRINT) _____

TITLE _____

DATE _____

TELEPHONE() _____

FAX() _____

RFP# 15-05083-A156

THE 2007 SESSION OF THE VIRGINIA GENERAL ASSEMBLY, PASSED THE HB 1707/SB 1346 BILL, EFFECTIVE ON JULY 1, 2007. HENRY COUNTY IS REQUIRING ALL VENDORS TO ABIDE BY THE FOLLOWING NEW LEGISLATION.

HB 1707/SB 1346

PROVIDES THAT AS A CONDITION OF AWARDING A CONTRACT FOR THE PROVISION OF SERVICES THAT REQUIRE THE CONTRACTOR OR HIS EMPLOYEES TO HAVE DIRECT CONTACT WITH STUDENTS ON SCHOOL PROPERTY DURING REGULAR SCHOOL HOURS, THE SCHOOL BOARD MUST REQUIRE THE CONTRACTOR TO PROVIDE CERTIFICATION THAT ALL EMPLOYEES WHO WILL HAVE DIRECT CONTACT WITH STUDENTS HAVE NOT BEEN CONVICTED OF A FELONY OR ANY OFFENSE INVOLVING THE SEXUAL MOLESTATION OR PHYSICAL OR SEXUAL ABUSE OR RAPE OF A CHILD. THE BILL ALSO PROVIDES THAT THE REQUIREMENT BE WAIVED IN EMERGENCY SITUATIONS WHEN IT IS REASONABLY ANTICIPATED THAT THE CONTRACTOR OR HIS EMPLOYEES WILL HAVE NO DIRECT CONTACT WITH STUDENTS.

PLEASE INDICATE APPROPRIATE BOX BELOW.

_____ I AGREE TO ABIDE BY THIS LEGISLATION HB 1707/SB 1346.

_____ THIS LEGISLATION DOES NOT APPLY TO THIS SOLICITATION.

THE AWARDED VENDOR MAY BE REQUIRED TO PROVIDE ADDITIONAL PAPERWORK BUT ONLY A SIGNATURE IS NECESSARY AT THIS TIME.

AUTHORIZED VENDOR SIGNATURE

DATE

COMPANY NAME

PRINTED NAME AND TITLE

Subcontractor Information

Must fill form out completely even if no subcontractors are being used.

You must check appropriate box below and list any subcontractors that will be used for this RFP# **15-05083-A156** for **Frozen Dessert Products**.

_____ I will be using subcontractors. (See list below)

_____ I may or may not be using subcontractors. Not sure at this time. If you are the awarded vendor, you are responsible for contacting Commissioner of Revenue's Office at (276-634-4691) with subcontractor information. Payment of invoices is contingent upon receiving required information.

_____ I will not be using subcontractors.

1.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

2.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

3.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

4.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

5.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

6.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

Bidders Company Name _____

Bidders Authorized Signature _____ **Date:** _____

Bidders Telephone # _____ **Federal ID #** _____

*Note- Add a separate sheet if you need additional space for subcontractors



Overview:

Henry County School Nutrition Programs requests proposals frozen dessert products from July 6, 2015 through June 30, 2016. Products are to be all natural, high quality and must meet the Federal Smart Snack Guidelines. We find products that are free of aspartame or sucralose (artificial sweeteners) and food colorings more acceptable to provide for our students. Please fill in the attached blank price list with the products your company offers on the electronic version you have received, print out, and send back with your full proposal. Attach nutritional information and ingredients list for each proposed item. The more variety your company can offer at reasonable prices, the more ice cream we will sell.

Specifications:

Ice cream / frozen dessert products shall be delivered weekly or bi-weekly to the fourteen (14) individual school locations between 7:00 AM and 1:00 PM. Order or par levels shall be set by the site manager. The vendor shall provide two copies of the delivery invoice for the schools at each stop. The invoice shall state the quantity, unit size, unit price, extended price and total amount of the invoice in legible type. The school will forward the original invoice to the Central Office for payment.

A monthly statement of invoices owed is to be mailed to the Henry County School Nutrition Programs Central Office. Statements should reflect monthly purchases and any back invoices owed.

The successful vendor will work with the Henry County Nutrition Central Office to set up a convenient delivery schedule. At no time is ice cream permitted to be left outside. Frozen desserts are to be rotated in ice cream freezers. Ice cream freezers shall be supplied as needed by the vendor for storage / merchandising of frozen dessert products. Deliveries shall be weekly or bi-weekly, depending on facility needs and storage capacities.

The supplier/vendor shall give credit or exchange containers found within two days of delivery to be damaged. The supplier/vendor shall pick up unsold/unopened cases of product on the last day of school by 2:30 PM; issue



credit and return signed ticket. The vendor shall deliver frozen desserts from its storage facility in freezer equipped vehicles. Frozen dessert products must be 0° Fahrenheit or below to be accepted on delivery. If product is not properly handled the manager has the right to refuse the delivery. Containers are to be free from soil. All containers shall be properly sealed and free of melting or ice crystals.

The supplier / vendor and delivery personnel must be able to comply with the requirements of the Henry County School Nutrition Program Food Defense Plan. The sections pertaining to Food Suppliers / Food Storage and the Food Supplier Sign-off sheet are attached. Please include sign-off sheet with returned proposal.

The school district reserves the right to cancel the entire contract and/or to buy on the open market at the current price and charge the company the difference between the price paid and the contracted price in the event any item is not delivered to specifications, the brand of merchandise is different without prior approval, or orders are not delivered within the specified period.

Proposal Requirements:

Please provide a clear proposal for how your company will provide service to our fourteen (14) locations, a list of schools with addresses is attached. We also request that you send us the most recent Health Inspection of the storage facility that will provide product for Henry County. Include a list of at least two school divisions that may be contacted as references.

Please address how your company plans to meet the following criteria in your proposal:

1. Ability to provide a wide variety of products that meet Smart Snack Guidelines.
2. Ability to meet district delivery windows on a consistent basis, (see RFP).
3. Ability to keep schools stocked with product to meet needs and Smart Snack guidelines.
4. Ability to deliver product at acceptable temperatures on a consistent basis.
5. Quality of product delivered, cleanliness, number of occurrences of damage.
6. Product pricing.



Selection Criteria:

- Price
- Quality of merchandise delivered
- Service
- Consistency of the proposal with the school division's priorities for meeting the students' a la carte needs
- Availability of product
- Integrity of vendor

Questions about this RFP should be directed to Marci Lexa, Director of School Nutrition Programs. Phone: 276-634-4703, Fax: 276-638-2925, or e-mail: mlexa@henry.k12.va.us .

**HENRY COUNTY SCHOOLS
SCHOOLS & CAFETERIA MANAGERS LIST**

School Nutrition Office (276) 634-4702 FAX: (276) 638-2925

Year-- 2014-2015

Bassett High School 85 Riverside Drive Bassett, VA 24055 276-629-1761 Frances Perdue, Café. Mgr. Janet Hancock, Shift Mgr. 276-629-1015	Magna Vista High 701 Magna Vista School Rd. Ridgeway, VA 24148 276-956-3147 Theresa Huston, Café. Mgr. Delois Hylton, Shift Mgr. 276-956-3140	Fieldale-Collinsville Middle 645 Miles Road Collinsville, VA 24078 276-647-3841 Debbie Martin, Café. Mgr. Gail Earles, Shift Mgr. 276-647-7360	Laurel Park Middle 280 Laurel Park Avenue Martinsville, VA 24112 276-632-7216 Virginia Millner, Café. Mgr. Marilyn Moore, Shift Mgr. 276-638-7707
Axton Elementary 1500 Axton School Rd. Axton, VA 24054 Peggy Adams Café. Mgr. 276-650-1193	Campbell Court Elementary 220 Campbell Court Rd. Bassett, VA 24055 Sandra Shuler, Café. Mgr. 276-629-5344	Carver Elementary 220 Trott Circle Martinsville, VA 24112 Debbie Gutowski, Café. Mgr. 276-957-2226	Collinsville Primary 15 Primary School Rd. Collinsville, VA 24078 Norma Deskins, Café. Mgr. 276-647-8932
Drewry Mason Elementary 45 Drewry Mason Drive Ridgeway, VA 24148 Kathy Scott, Café. Mgr. 276-956-3626	John Redd Smith Elem 40 School Road Collinsville, VA 24078 Wanda McNeely, Café. Mgr. 276-647-7676	Mount Olivet Elementary 255 Lancer Lane Martinsville, Va 24112 Lisa Flint, Café. Mgr. 276-638-1022	Rich Acres Elementary 400 Rich Acres School Rd. Martinsville, VA 24112 Tara Shuler, Café. Mgr. 276-638-3366
Sanville Elementary 19 Sanville School Rd. Bassett, VA 24055 Wendy Martin, Café. Mgr. 276-629-5301	Stanleytown Elementary 74 Edgewood Drive Stanleytown, VA 24168 Lisa Rigney, Café. Mgr. 276-629-5084	CENTRAL OFFICE 3300 Kings Mountain Road Collinsville, VA 24078 Marci Lexa, Director 276-634-4702	

6.0 FOOD AND OTHER FOODSERVICE SUPPLIERS

1. Food and other foodservice supplies will be purchased from reputable dealers.
2. A contact list of all foodservice suppliers will be kept in Section 5.3 of this plan.
3. A copy of each supplier's Board of Health Certification or licensing will be kept on file by the School Nutrition Manager or District Food Service Director.
4. All food suppliers will deliver food with a tamper proof seal.
5. Food items will be matched to an invoice and the original order by the receiving person.
6. If a product is received with a broken seal, it will be rejected and returned to supplier.
7. Unscheduled deliveries will be rejected or returned unless advance notification is provided.
8. Suppliers will provide the school with any Food Defense/Biosecurity measures that they have in place.
9. All suppliers will sign an agreement that they will comply with our School Nutrition Food Defense Plan. The ***Food Defense/Biosecurity Agreement Form*** (FDP Form 1) can be found in Section 19.0.

7.0 RECEIVING / INSPECTION

1. Doors at loading docks will be closed and locked when not in use.
2. A school nutrition employee will be assigned to verify and receive food shipments and supplies.
3. During after business hours the head custodian on duty will be the authorized person to verify and receive deliveries.
4. Deliveries will be verified against an invoice and/or order sheet.
5. All delivery staff will be required to sign in on the **Foodservice Supplier Receiving / Delivery Sign-In Form (FDP Form 3)**. When an unknown driver makes a delivery, check their driver's license with the "Delivery Person's Name" written on the above mentioned form.
6. Suppliers will be required to keep delivery trucks on the school premises locked when not being loaded or unloaded.
7. Deliveries from any unknown source will not be accepted.
8. Deliveries are not to be left at the loading dock. They should be secured behind locked doors in the School nutrition area.
9. School nutrition personnel will be trained to identify packaging that is unacceptable.
10. Any food item or supply that is not delivered in a sealed container will not be accepted and will be returned for credit.
11. Any food item delivered that is not part of the original order will be rejected.
12. The person inspecting and receiving products will sign his or her name to the invoice.
13. Suppliers will be notified of the school's policy for receiving.
14. The School Nutrition Manager and Food Defense Team Leader will be notified immediately if product tampering is suspected in any delivery.

FOOD DEFENSE / BIOSECURITY AGREEMENT FORM FOODSERVICE SUPPLIER

As a representative of our entire company, I agree that our company and all our employees will follow all policies and procedures of the

Henry County Public Schools

School Nutrition Food Defense Plan: I have read the plan and understand all the requirements stipulated for foodservice suppliers.

Foodservice Company Name: _____

Representative's Name (Print): _____

Representative's Title (Print): _____

Representative's Signature: _____

Date: _____

