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## *Dinwiddie County Public Schools*

OFFICE OF THE SUPERINTENDENT

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### **Request for Proposal**

**RFP # 26-072125**

**Produce – DCPS**

This procurement request is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

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#### Contact Information:

Brenda Austin  
Dinwiddie County Public Schools  
Procurement Officer  
Finance Department

14016 Boydton Plank Road  
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Or

E-Mail: [baustin@dcpsnet.org](mailto:baustin@dcpsnet.org) / [bids@dcpsnet.org](mailto:bids@dcpsnet.org)

***Date Issued: Monday, July 21, 2025***

***Deadline for e-mailed questions: Monday, July 28, 2025 @ 10:00 a.m.***

***Date & Time of Closing: Monday, August 04, @ 2:00 p.m.***

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## **1.0 PURPOSE**

Dinwiddie County School Board (DCPS) is issuing this Request for Proposal seeking qualified bidders to furnish produce with this Request for Proposal.

## **2.0 BIDDER QUALIFICATIONS:**

- Three (3) verifiable references.
- Business License will be required.

## **3.0 SCOPE OF WORK:**

- The intent of this RFP is to establish a contract with one qualified source for the procurement and delivery of Food Groceries items listed in Attachment I to include: Dry Goods, Cooler, Freezer, Snacks, and Ala Cart Beverage. The intent is also for contracting school divisions to be able to purchase other related goods and produce available from the successful offeror at a fair market price when needed.
- The successful offeror shall be a company regularly engaged in the sale of staple grocery products.
- 3. Space is provided for each item listed on the Proposal Form for Brand Name and Product Code number; this information is necessary in evaluating proposals. Offeror is required to insert this information and shall furnish brands proposed. Where 'Brand' names are specified, approved equals will be considered. Samples may be requested for testing. Such designation as "Packer's Label" or "Distributor's Label" will not be considered or accepted as a brand name. If the unit size and/or count for an item are different than specified, a notation should be made by the item; the item will be evaluated as an approved equal. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Dinwiddie County Public Schools to determine if the product offered meets the requirements of the solicitation. Offeror must submit a printed, typed copy of Attachment I, the Excel spreadsheet with their response in order to be considered. Offeror shall also submit a copy of the Excel spreadsheet on a removable disk/drive with their response as well.
- 4. Contractor shall furnish and deliver products as specified in Attachment I - Pricing Schedule.  
  
Products will be used by the Food Services Departments of the Participating School Divisions ("Divisions", see Attachment D) whom are members of the Southside Food Co-Operative ("SSFCO") and will be issuing their own purchase orders for the products. Quantities set forth in this solicitation are estimates only, and the contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- 5. Products will meet the Child Nutrition Label (CN Label) specifications or equivalent stated in current and/or proposed United States Department of Agriculture (USDA) federal guidelines. A nutritional analysis of all products is required and must be submitted with the proposal. Failure to do so may result in your proposal being considered non-responsive.

- 6. Orders and Deliveries:
  - All orders shall be placed by School Nutrition Services Manager or the division's approved person.
  - Minimum order amounts cannot exceed \$1000. Added delivery or fuel charges will not be allowed.
  - It shall be the successful offeror's responsibility to immediately notify the Director of School Nutrition Services of any problems or concerns regarding delivery of individual school orders.
  - Weekly deliveries are to be made between 7:00 am and 1:30 pm, Monday thru Friday.
  - Deliveries being made on weeks that include holidays shall be coordinated with the School Nutrition Director.
  - Any deviations to the weekly delivery schedule will require written approval by the School Nutrition Director.

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Deliveries are not to be made before 7:00 am and no products are to be left outside the kitchen, i.e., by the door or on the loading dock. School Nutrition Services will not accept responsibility for items that are damaged or missing when left outside, nor will they accept responsibility if items are delivered and the delivery ticket is not signed by authorized School Nutrition Services personnel. All deliveries are to be checked and signed for by the School Nutrition Services personnel only. School Nutrition Services will not accept responsibility for deliveries signed by non–SNS personnel.

The successful offeror shall leave two (2) copies of invoice with School Nutrition Services Manager whenever a delivery of a product is made to the schools.

- Delivery drivers are required to sign or initial each delivery invoice after all items are delivered to the applicable school location.
- School Nutrition Services has the right to refuse any goods delivered to schools that have not been approved or ordered by SNS prior to delivery. Delivery of non-approved items will be returned at the expense of the successful offeror.
- Damaged or out-of-date products, including items with an expiration date within 7 days, are to be exchanged or credit indicated on delivery invoice. Credit memo should be sent to the main office of the School Nutrition Services.
- All items shall be delivered F.O.B. destination, with delivery costs, including inside delivery, and charges included in the proposal price. Failure to do so may be cause for rejection of proposal. Dinwiddie County Public Schools and any participating division reserve the right to cancel any orders, or any part thereof, without obligation, if delivery is not made on the time specified in the proposal. Failure to meet the agreed-to delivery schedules may result in the cancellation of this contract.

## **4.0 PROPOSAL PREPARATION & SUBMISSION**

### **4.1 INSTRUCTIONS:**

- A. In order to be considered for selection, the Offeror must submit a complete response to this RFP as follows:
1. Hard Copy submittals must be in a sealed envelope/package, clearly marked **"RFP #26-072125 - SCHOOL NUTRITION PRODUCE"** on the outside of the envelope/package. Cut off time is **Monday, August 4 at 2:00 pm** (local prevailing time), in the Dinwiddie County School Board Office at 14016 Boydton Plank Road, Dinwiddie, VA 23841. The time of receipt shall be determined solely by Dinwiddie County School Board Office. The Offeror assumes responsibility for having its proposal delivered on time at the place specified.
  2. Electronic copies of the proposal may be emailed to [bids@dcpsnet.org](mailto:bids@dcpsnet.org) or Brenda Austin, Finance Manager, Purchasing Agent at [baustin@dcpsnet.org](mailto:baustin@dcpsnet.org). The Subject line should read **"RFP #26-072125 - School Nutrition Produce"** OR they can be posted on the Virginia Electronic Procurement site, **eVA**. Emailed responses to any other employee of Dinwiddie County Public Schools will not be accepted.
- B. Time is of the essence and any proposal received after the announced time and date, whether by mail or otherwise, will be rejected. Proposals received after the date and time of closing will be returned unopened. Proposal shall not be accepted via fax.
- C. Nothing herein is intended to exclude any responsible vendor or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to submit proposals for evaluation.

### **4.2 SUBMITTAL FORMAT:**

- A. Proposals and any Addenda, if any, shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Purchasing requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the evaluation committee. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- B. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that

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Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.

- C. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
- D. Proposals should be as detailed as possible so the evaluation committee can properly evaluate the capabilities of each offeror.
- E. Ownership of all data, materials, and documentation originated and prepared for Dinwiddie County Public Schools pursuant to the RFP shall belong exclusively to Dinwiddie County Public Schools and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

#### **4.3 PRESENTATION:**

Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the evaluation committee. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Purchasing Agent will schedule the time and location of these presentations. Oral presentations are an option of the School Board and may or may not be conducted.

#### **5.0 REFERENCES**

All Offerors shall include a list of three (3) references, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, email addresses, and phone numbers of all references on the attached form.

References may or may not be reviewed or contacted at the discretion of DCPS. Typically, only references of the top ranked short-listed Offeror or Offerors are contacted. Dinwiddie County Public Schools reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

## **6.0 EVALUATION CRITERIA**

The Criteria below will be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

**Price 30 Points:** Offeror shall indicate all prices stated in units of quantity as specified in the proposal. In case of error in extension of prices in the RFP, the unit price shall govern. When a proposal is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as “price in effect at time of delivery” shall only be considered for award within the PRODUCE section listed in the COOLER BID items.

2. **Order System 10 Points:** Offeror shall indicate what the required system they use for their orders to be received. 10 points given for managers able to place orders by computer. 5 points given for orders to be scanned or faxed.
3. **Fulfilling all Proposal Request Items 10 Points:** Offeror shall indicate what if any items they cannot fulfill and why. Reasons for not fulfilling the request may be the American Made requirement or not able to acquire required items.
4. **Three References Provided 5 Points:** Three References which attest to offeror’s specific experiences.
5. **Capability 10 Points:** The offeror shall provide evidence that the company has the resources and personnel available to respond to and fulfill the needs of Dinwiddie County for contracted  
service for delivery of goods on a weekly basis as needed through the  
term of the contract.
6. **Qualifications and Experience 10 Points:** Offeror shall provide a description of the qualifications and experience of the organization and persons that will be responsible for the service. Such description shall at a minimum include:
  - a. Background information about the organization, e.g., philosophy, ownership, officers and directors.
  - b. Company size and locations, number of years the offeror has been in business.

7. **Factors Other than Price 25 Points:** Offeror shall provide a description outlining the services to be performed. Such description should provide:
- a. Timely and responsive team member to answer questions
  - b. Offeror's understanding of the service to be provided
  - c. Proposed methods for notifying Dinwiddie County of shortages and solutions
  - d. Ability to obtain new items/samples
  - e. On time delivery of specified Goods

**REMINDER:** Offerors will be evaluated based on the above areas and should address each of the above areas fully and should not necessarily limit responses only to the points stated.

The School Board reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award a contract deemed to be in the School Board's best interest. It is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, §2.2-4359D).

#### **6.1 NEGOTIATIONS**

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the School Board shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. The School Board may cancel this Request for Proposal or reject proposals at any time prior to the award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the School Board determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror

#### **7.0 BASIS FOR AWARD**

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by DCPS, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Dinwiddie County Public Schools. The evaluation committee will make the final determination of the proposal that best meets the needs of Dinwiddie County Public Schools.

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## **8.0 COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this Request for Proposal is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to Dinwiddie County Public Schools, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

Dinwiddie County Public Schools shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

The list of Southside Food Co-Operative (SSFCO) members can be found at the end of this document and can be updated from year to year when the bid is being rolled over. Additional members being added must be approved by the vendor before being added to this RFP.

The resulting contract may be used by any SSFCO school division or other public body to purchase products at the prices and in accordance with the terms of the contract unless otherwise specified herein. Such SSFCO school divisions and other public bodies shall place their own order(s) directly with Contractor, and Contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on the resulting Dinwiddie County Public Schools contract.

The terms and conditions of the resulting contract shall govern purchases by other public bodies unless they and the Contractor agree to execute separate contracts. With the approval of the Contractor, any public body using this Agreement may add terms and conditions required by statute, ordinances, or regulations. To the extent permitted by law, the parties may agree to additional or modified terms and conditions unique to the public body or as required by the circumstances surrounding the purchase.

Dinwiddie County Public Schools, its officials and employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies. In no event shall Dinwiddie County Public Schools, its officials or employees be responsible for any costs, damages or injury resulting to any party from use of a Dinwiddie County Public Schools contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Contractor, the Contractor may withdraw its

consent to extension of the contract to that body. Dinwiddie County Public Schools assumes no responsibility for any notification of the availability of its contract for use by other public bodies, but the Contractor may carry out such notification.

## **9.0 DELIVERY INSTRUCTIONS**

Proposals are due by **2:00pm on Monday, August 04, 2025.**

Proposals can be mailed or delivered to the following location prior to the date and time of closing:

**Dinwiddie County Public Schools  
Finance Department, Attn: Brenda Austin  
14016 Boydton Plank Road  
Post Office Box 7  
Dinwiddie, Virginia 23841**

Electronic copies of the proposal may be sent to [bids@dcpsnet.org](mailto:bids@dcpsnet.org) or [baustin@dcpsnet.org](mailto:baustin@dcpsnet.org) with the Subject line **“RFP #26-072125 - School Nutrition Produce” will be accepted until August 04, 2025, at 2:00 PM (local prevailing time).**

You may also submit your proposal on the Virginia Electronic Procurement site, **eVA**. Proposals emailed to any other employee of Dinwiddie County Public Schools will not be accepted. NO faxed proposals will be accepted.

It is the responsibility of the bidder to ensure that their bid reaches the Finance Department prior to the date and time of closing. If delivering in person, it is recommended that you call the School Board Office at 804-469-4190 to ensure that someone is available to take your sealed bid. Office hours are 8:00 am to 4:30 pm Monday through Friday.

In the event that the School Board offices are not operating under normal staffing levels or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission will default to the next regular business day at the same time.

Dinwiddie County School Board shall not be responsible for any costs incurred by any bidder in preparing, submitting, or presenting its response to this solicitation.

## **10.0 GENERAL TERMS AND CONDITIONS**

### **10.1 ANNOUNCEMENT OF AWARD:**

Award will be made to the lowest responsible and responsive Offeror. Upon the award or the announcement of the decision to award a contract the Finance Department will inform in writing, for the offeror(s) who submitted proposals, of the decision.

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## **10.2 ANTI-DISCRIMINATION:**

Dinwiddie County Public Schools does not discriminate against faith-based organizations. By submitting their proposals, offerors certify to DCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or 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 regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of #1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **10.3 ANTITRUST:**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Dinwiddie County Public Schools all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Dinwiddie County Public Schools, relating to the particular goods or services purchased or acquired by Dinwiddie County Public Schools under said contract.

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**10.4 APPLICABLE LAWS:**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Dinwiddie County Public Schools. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**10.5 AUDIT:**

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Dinwiddie County Public Schools, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**10.6 AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. The agreement will be contingent upon annual appropriations by the Dinwiddie County School Board. Failure of the Dinwiddie County School Board to appropriate adequate funds for the terms of this contract shall result in the immediate cancellation of this contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

**10.7 ACCEPTANCE PERIOD:**

Any response to this solicitation shall be valid for (60) days. At the end of the (60) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**10.8 CHANGES TO THE CONTRACT:**

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. Dinwiddie County Public Schools may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Dinwiddie County Public Schools a credit for any savings. Said compensation shall be determined by one of the following methods:
  1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Dinwiddie County Public Schools right to audit the contractor's records and/or to determine the correct number of units independently; or

#### **10.9 CLARIFICATION OF TERMS:**

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact **Brenda Austin** at [baustin@dcpsnet.org](mailto:baustin@dcpsnet.org), or [bids@dcpsnet.org](mailto:bids@dcpsnet.org) in writing by email no later than **Monday, July 28, 2025 by 10:00 am**. Any revisions to the solicitation will be made only by addendum and issued by the buyer.

Contact initiated by an offeror concerning this solicitation with any other School Board representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

#### **10.10 DEFAULT:**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, Dinwiddie County Public Schools, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Dinwiddie County Public Schools may have.

#### **10.11 DRUG & ALCOHOL-FREE WORKPLACE:**

During the performance of this contract, the contractor agrees to (i) provide a drug & alcohol-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, marijuana or alcohol is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug & alcohol-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug & alcohol-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### **10.12 ETHICS IN PUBLIC CONTRACTING:**

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of

more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that her/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

#### **10.13 IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

#### **10.14 INSURANCE:**

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have appropriate insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

#### **MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the School Board of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **The School Board of Dinwiddie must be named as Certificate Holder and The School Board of Dinwiddie elected and appointed officials, officers, consultants, agents and employees, and affiliate or subsidiary boards are additional insured must be listed as additional insured and so endorsed on the policy.**
- D. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

E. Professional Liability - \$1,000,000 per occurrence

F. Umbrella Liability - \$1,000,000 per occurrence

**10.15 NONDISCRIMINATION OF OFFEROR:**

Offerors shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**10.16 PAYMENT:**

**10.16.1 To Prime Contractor:**

- (1) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). A completed W-9 Form shall be submitted as well.
- (2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- (3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- (4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- (5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Dinwiddie County Public Schools shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the

determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve Dinwiddie County Public Schools of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

**10.16.2 To Subcontractor(s):**

- a. Within seven (7) days of the vendor/contractor's receipt of payment from Dinwiddie County Public Schools for the proportionate share of the payment received for work performed by any subcontractor(s) to fulfill obligations under this solicitation, the awarded contractor is hereby obligated:
  1. To pay the subcontractor(s); or
  2. To notify the School Board and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Dinwiddie County Public Schools, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Dinwiddie County Public Schools.

**10.17 PREPARATION AND SUBMISSION OF PROPOSALS:**

Proposals must give the full business address of the offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by Dinwiddie County Public Schools, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

**10.18 PROPRIETARY INFORMATION:**

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

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**10.19 QUALIFICATIONS OF OFFERORS:**

Dinwiddie County Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Dinwiddie County Public Schools all such information and data for this purpose as may be requested. Dinwiddie County Public Schools reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Dinwiddie County Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Dinwiddie County Public Schools that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**10.20 RECEIPT AND OPENING OF PROPOSALS:**

- A. It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
- B. The provisions of § 2.2-4342 (D) of the *Code of Virginia*, as amended, shall be applicable to the inspection of proposals received.

**10.21 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

In order to contract with Dinwiddie County Public Schools, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed proposal or competitive negotiation, a Offeror or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its proposal or proposal the identification number issued to it by the State Corporation Commission. Any Offeror or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal or proposal a statement describing why the Offeror or offeror is not required to be so authorized. Any Offeror or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the Purchasing Agent. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract. Dinwiddie County Public Schools may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

**10.22 TERMINATION BY OWNER FOR CONVENIENCE:**

- A. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor thirty (30) days written notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall

take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

1. All amounts then otherwise due under the terms of this contract,
  2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
  3. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.
- B. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

#### **10.23 WITHDRAWAL OR MODIFICATION OF PROPOSALS:**

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

### **11.0 SPECIAL TERMS AND CONDITIONS**

#### **11.1 AWARD OF CONTRACT:**

Dinwiddie County Public Schools shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, Dinwiddie County Public Schools shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to Dinwiddie County Public Schools can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Dinwiddie County Public

Schools reserves the right to make multiple awards as a result of this solicitation. Should the School Board determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

## 11.2 CONFIDENTIALITY (Contractor):

The contractor assures that information and data obtained as to personal facts and circumstances related to Dinwiddie County Public Schools employees will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and Dinwiddie County Public Schools written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals.

### 11.3 IDENTIFICATION ON PROPOSAL ENVELOPE:

The signed proposal should be submitted with the following identification as follows:

**RFP #26-072125 - School Nutrition Produce**

From:

_____ Name of Offeror	_____ Due Date	_____ Time
_____ Street or Box Number		
_____ City, State & Zip Code		

Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope. You can also submit an electronic proposal.

#### 11.4 OWNERSHIP OF DOCUMENTS:

- A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of Dinwiddie County Public Schools, become Dinwiddie County Public Schools property and shall be delivered to and remain the property of Dinwiddie County Public Schools upon completion of the work or termination of the Contract. Dinwiddie County Public Schools shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.
- B. Any documents or other materials provided to the Contractor by Dinwiddie County Public Schools shall be returned to Dinwiddie County Public Schools upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of Dinwiddie County Public Schools and shall be sent to

Dinwiddie County Public Schools upon delivery of the final products and/or services unless otherwise requested by Dinwiddie County Public Schools. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

### **11.5 RENEWAL OF CONTRACT:**

The initial term of this contract will be for one year beginning **July 1, 2025 through June 30, 2026**. This contract may be renewed by the School Board upon written agreement of both parties for four (4) successive one (1) year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of DCPS's intention to renew shall be give approximately ninety (90) days prior to the expiration date of each contract period.

- A. If DCPS elects to exercise the option to renew the contract for an additional one-year period(s), the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- B. If during any subsequent renewal periods, DCPS elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

### **12.0 METHOD OF PAYMENT**

The Contractor shall submit a monthly itemized invoice to Dinwiddie County Public Schools, School Nutrition Department, Post Office Box 7, Dinwiddie, Virginia 23841, The invoice should include employee's name, contract and/or account number, and premium charges. Payment will be issued within 30 days after receipt of a valid invoice.

### **13.0 LOSS OR DAMAGE IN TRANSIT**

17.1 Delivery by a Contractor to a common carrier does not constitute delivery to the Board. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The Board accepts title only when goods are received regardless of the F.O.B. point noted in the Solicitation or the Contract Documents. DCPS will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by DCPS to the carrier and the Contractor within 15 days of receipt and prior to removal from the point of delivery if possible. The Contractor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract Documents. It shall be the Contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the

approval of DCPS, the Contractor may deduct the amount of damage or loss from his or her invoice to DCPS in lieu of replacement.

#### **14.0 FREIGHT**

By signing any response to a Solicitation, the offeror certifies that the bid/proposal price(s) offered for F.O.B. destination include only the actual freight charges at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Freight charges are, therefore, established for each individual purchase. If a requirement is bid F.O.B. origin, the Contractor shall prepay the charges and add the amount to the invoice. A copy of the freight bill should be attached to all invoices that include freight charges. In a solicitation specifying F.O.B. origin, the Board will consider freight cost in the evaluation of bids.

#### **15.0 DEBARMENT, SUSPENSION, AND INELIGIBILITY AND VOLUNTARY EXCLUSION**

The successful offeror shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The successful offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-Procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities.

**Sign ATTACHEMENT F**

#### **16.0 CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES**

Pursuant to 31 USC 1352, the contractor must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative Agreement to pay a person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the successful offeror must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR 3018.100.

**Sign ATTACHMENT G**

**17.0 CLEAN AIR AND WATER CERTIFICATE: (IF APPLICABLE)**

The successful offeror agrees as follows: To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

**Sign ATTACHED H**

## **18.0 ATTACHMENTS**

Attachment A - Virginia State Corporation Commission Registration Information  
Attachment B – Signature Sheet  
Attachment C – Certification of Contractor  
Attachment D – References  
Attachment E – Southside Co-Op Participating Divisions  
Attachment F – Debarment, Suspension, and Other Responsibility Matters  
Attachment G – Certification Regarding Lobbying  
Attachment H – Clean Air and Water Certificate  
Attachment I – Excel Spreadsheet

**ATTACHMENT A - STATE CORPORATION COMMISSION FORM**

**Virginia State Corporation Commission (SCC) registration information - The bidder:**

☐ is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_

**-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

**-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

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**ATTACHMENT B – SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet, please indicate which ones on an attached page.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Official Title: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years

\_\_\_\_\_ Months

**ATTACHMENT C - CONTRACTOR CERTIFICATION- NO CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees or other persons that will provide services under this Contract to have direct contact with Dinwiddie County Public Schools students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of barrier crime in subsection A of § [19.2-392.02](#); any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Contractor understands that, pursuant to Code of Virginia § 22.1-296.1. making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Dinwiddie County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

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Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

NO

YES (please explain)

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\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

By:

\_\_\_\_\_

Print:

Title:

\_\_\_\_\_  
\_\_\_\_\_

### **ATTACHMENT D - REFERENCES**

Offerors shall supply three (3) references that list a brief description of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, and phone numbers of Owners. Offerors shall only indicate references they have worked within the past five (5) years.

#### **Reference #1**

Name of County, City, Agency or Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact with Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Types of services provided: \_\_\_\_\_  
Contract Dates: From \_\_\_\_\_ To \_\_\_\_\_

#### **Reference #2**

Name of County, City, Agency or Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact with Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Types of services provided: \_\_\_\_\_  
Contract Dates: From \_\_\_\_\_ To \_\_\_\_\_

#### **Reference #3**

Name of County, City, Agency or Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact with Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Types of services provided: \_\_\_\_\_  
Contract Dates: From \_\_\_\_\_ To \_\_\_\_\_

**ATTACHMENT E – SOUTHSIDE CO-OP PARTICIPATING DIVISIONS**

<b>Division</b>	<b>Number of Schools/</b>	<b>Contact</b>	<b>Main Office Location</b>
New Kent County Public Schools	5/3,600	Crystal Parsley School Nutrition Director 804-966-8508	7365 Egypt Rd. New Kent, VA 23124
Appomattox County Schools	4/2300	Penny Garrett SFS Specialist 434-352-8251	316 Court Street P.O. Box 548 Appomattox, VA 24522
Brunswick County Public Schools	5/1500	Rhonda Crutchfield Child Nutrition Supervisor 434-848-3138 x4012	1718 Farmers Field Road Lawrenceville, VA 23868
Buckingham County	3/1800	J.B. Heslip Director of Facilities 434-969-6100	15595 W. James Anderson Road Buckingham, VA 23921
Charlotte County Public Schools	5/1900	Christin Powell Director of Finance, Nutrition Services 434-542-5151	P.O. Box 790 Charlotte Court House, VA 23923
Charles City County Public Schools	2/650	Cynthia Johnson Food Service Coordinator 804-829-2963	10910 Courthouse Rd Charles City, VA 23030
Cumberland County Public Schools	3/1,250	Margaret Dawson Food Service Supervisor 804-492-4212	15 School Road Cumberland, VA 23040
Colonial Heights City	5/2,900	Aaron Robertson, Director of Food Services 804-524-3453	3600 Conduit Road Colonial Heights, VA 23834
Dinwiddie County Public Schools	7/4,400	Marion Elder Food Service Director 804-469-4190	14016 Boydton Plank Rd., Dinwiddie, VA 23841
Franklin City Public Schools	3/1,100	Scott Evans Nutrition Services Supervisor 757-304-5433 x2629	207 W Second Ave, Franklin, VA 23851

Goochland County Public Schools	5/2,600	Lisa Landrum Supervisor of Food and Nutrition Services 804-556-5604	P.O. Box 169 Goochland, VA 23063
Gloucester County	8/5000	Lydia Gilbert Director of Food Service 804-693-1436	6097 T.C. Walker Rd Gloucester, VA 23061
Greensville	3/2000	MaRendia Garner Director of School Nutrition 434-634-2863	120 Adams Street Emporia, VA 23847
Hopewell City	6/4400	Susan Jacobs Division Manager of Food Service 804-541-6400	103 N. 12 <sup>th</sup> Ave Hopewell, VA 23860
Isle of Wight	9/5500	Mark Ruffin Food & Nutrition Services 757-542-3201	14171 Turner Drive Smithfield, VA 23430
King William County	4/2200	Sherri Harris Food Service Coordinator 804-769-3434 x550	18548 King William Road King William, VA 23086
King & Queen County	3/1000	Jennifer Gibson Food Service Coordinator 804-785-5981	12024 The Trail King and Queen Court House, VA 23085
Louisa County	6/5000	Randy Herman School Nutrition Director 540-894-4373 x7050	953 Davis Highway Mineral, VA 23117
Lunenburg Public Schools	4/1600	Claudia Daniel Food Service Coordinator 434-676-2467	1009 Main Street Kenbridge, VA 23944
Mecklenburg County Public Schools	6/3843	Robin E. Moore Director of Food Service 434-738-6111 x1046	P.O. Box 190 Boydton, VA 23917

Nottoway County Public Schools	5/2,100	Charlyn Pierce, Food Service Supervisor 434-645-9596	10321 E. Colonial Trail Hwy., Nottoway, VA 23955
Petersburg City	6/4,200	Food Service Supervisor 804-861-4806	920 E. Wythe Street Petersburg, VA 23803

Prince Edward County Public Schools	3/2,100	Bruce Davis, Food Service Supervisor 434-315-2100 x3833	35 Eagle Dr, Farmville, VA 23901 Produce – School Nutrition #072125
Prince George County Public Schools	8/6,500	Ginger Absher Food & Nutrition Services Coordinator 804-733-2710	6410 Courts Dr, Prince George, VA 23875
Portsmouth City Public Schools	22/14,000	James Riddick Coordinator of Nutrition Services 757-393-8366	2801 Turnpike Road Portsmouth, VA 23707
Southampton County Public Schools	6/2,850	Food Service Assistant 757-556-2462	P.O. Box 96 Courtland, VA 23837
Surry County Public Schools	3/800	Renita Bailey Food Service Supervisor 757-294-5229	45 School Street, Po Box 317 Surry, VA 23883
Sussex County Public Schools	3/1,100	Erica Tolliver-White Dietary Management Professional 434-246-2111	21390 Sussex Dr. Sussex, VA 23884
Suffolk City Public Schools	21/14,000	Lawrence P. Whiting School Nutrition Director 757-225-5788	3264 Pruden Blvd Suffolk, VA 23434
West Point Public Schools	2/800	Misty Osbourne School Nutrition Manager 804-843-2030 x307	1060 Thompson Ave, West Point, VA 23181
Williamsburg – James City County	16/11,700	Jane Haley Child Nutrition Supervisor 757-565-3838	597 Jolly Pond Rd Williamsburg, VA 23188

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**ATTACHMENT F - CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

**Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

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### **Instructions for Certification of Debarment and Suspension Form**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. Of it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower

tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## **ATTACHMENT G -CERTIFICATION REGARDING LOBBYING**

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying, Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**APPLICANT'S ORGANIZATION**

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**FIRST NAME**

**MIDDLE NAME**

**LAST NAME**

---

**TITLE**

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**SIGNATURE**

**DATE**

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p>_____</p> <ul style="list-style-type: none"> <li>a. Contract</li> <li>b. Grant</li> <li>c. Cooperative Agreement</li> <li>d. Loan</li> <li>e. Loan guarantee</li> <li>f. Loan insurance</li> </ul>	<p>2. Status of Federal Action:</p> <p>_____</p> <ul style="list-style-type: none"> <li>a. Proposal/offer/application</li> <li>b. Initial award</li> <li>c. Post-award</li> </ul>	<p>3. Report Type: _____</p> <ul style="list-style-type: none"> <li>a. Initial filing</li> <li>b. material change</li> </ul> <p>For Material Change Only:</p> <p>_____</p> <ul style="list-style-type: none"> <li>a. Quarter _____</li> <li>b. Date of Last Report _____</li> </ul>
<p>4. Name and Address of Report Entity:</p> <p>Prime</p>  <p>Sub-awardee</p>  <p>Tier, if known:</p>  <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No.4 is Sub-awardee, Enter Name and Address</p> <p>Prime:</p>    <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>   	<p>7. Federal Program Name/Description:</p>   <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10 a. Name and Address of Lobbying Entity:</p> <p>(Last name, first name, MI)</p>	<p>11. Individuals Performing Services (including address if different from No. 10a.)</p>	

(Attach Continuation Sheet(s) if Necessary)	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ Actual</p> <p>\$ _____ Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p>_____ a. retainer</p> <p>_____ b. onetime fee</p> <p>_____ c. Commission</p> <p>_____ d. contingent fee</p> <p>_____ e. deferred</p> <p>_____ f. other; specify:</p>
<p>12. Form of Payment (check all that apply):</p> <p>_____ a. cash</p> <p>_____ b. in-kind; specify:</p> <p>Nature _____</p> <p>_____</p> <p>Actual _____</p> <p>_____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including of officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</p> <p>(Attach Continuation Sheet(s) if necessary)</p>	
<p>15. Are Continuation Sheet(s) attached: Yes _____ (Number _____)</p> <p>No _____</p>	

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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### **Instructions For Completion of Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-award; e.g., the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub-awards include but are not limited to sub-contracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) Number;), grant announcement number; the contract, grant or loan

- award number; the application/proposal control number assigned by the Federal agency). Include prefixes e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
  10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
  12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
  13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
  14. Check all that apply. If other, specify nature.

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**Continued Instructions for Completion of Disclosure of Lobbying Activities**

15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if 'yes". The certifying official shall sign and date the form; print his/her name, title, and telephone number.

## **ATTACHMENT H - CLEAN AIR AND WATER CERTIFICATE**

Applicable if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$105,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8 ©(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the SFA and FSMC respondent shall execute this Certificate.

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**Name of Successful Offeror**

**Name of Dinwiddie School Nutrition Authority**

The successful offeror company agrees as follows:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

### **THE TERMS I THIS CLAUSE HAVE THE FOLLOWING MEANINGS:**

- A. The term “Air Act” means the Clean Air Act, as amended F(41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term “Water Act” means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued

under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-6(C) or (d), or approved implementation procedure under Section 112 (d) of the Air Act (42 U.S.C. 1857c-7(d)).

- D. The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term “Compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term “facility” means any building, plan, installation, structure, mine vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the successful offeror.

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**Signature of Dinwiddie School Authority**

**Title**

**Date**

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**Signature of successful offeror**

**Title**

**Date**

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