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*Dinwiddie County Public Schools*  
OFFICE OF THE SUPERINTENDENT

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**Request for Proposal**

**RFP # 26-040926**

**Direct-to-Home Delivery of Summer Non-Congregate Meal Kits**

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:

Jenna Athey

Dinwiddie County Public Schools  
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Finance Department

14016 Boydton Plank Road

P.O. Box 7

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Phone: (804) 469-4190

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

***Date Issued: Thursday, April 09, 2026***

***Deadline for e-mailed questions: Wednesday, April 15th, 2026 @ 10:00 a.m.***

***Date & Time of Closing: Monday, April 20th, 2026 @ 2:00 p.m.***

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## 1.0 PURPOSE

Dinwiddie County School Nutrition is seeking proposals for Direct-to-Home delivery of rural non-congregate meal kits for children ages 1 to 18 years of age whom reside in Dinwiddie County, Virginia during the summer months of 2026.

## 2.0 BIDDER QUALIFICATIONS

Three (3) verifiable references.

Business license will be required.

## 3.0 SCOPE OF WORK

Dinwiddie County Public Schools School Nutrition Program is seeking proposals for the direct-to-home delivery of rural non-congregate meal kits for children ages 1 through 18 residing in Dinwiddie County, Virginia, during the summer of 2026.

Dinwiddie County Public Schools participates in the Community Eligibility Provision (CEP), which allows all enrolled students—approximately 4,006—to qualify for home-delivered meals, provided they are not receiving meals through another Summer Food Service Program (SFSP) congregate meal site.

The School Division anticipates providing a high volume of daily meal services throughout the program period. Services are expected to begin on Monday, June 1, 2026, and conclude on Friday, August 21, 2026. Actual quantities will vary based on participation levels.

### 3.1 Meal Kit Structure

- Option A: Seven (7) 10-day customizable meal kits (based on two alternating menu cycles), plus one (1) 7-day Summer Food Service Program (SFSP) meal kit, each including breakfast and lunch components.
- Option B (Alternate): Eleven (11) 7-day customizable meal kits (based on two alternating menu cycles), each including breakfast and lunch components.

### 3.2 Meal Component Requirements

- Each 7-day meal kit shall include a minimum of three (3) heatable lunch entrées.
- Each 10-day meal kit shall include a minimum of four (4) heatable lunch entrées.
- All meal components must be shelf-stable.

### 3.3 Nutritional Standards

- All meal kits shall meet or exceed United States Department of Agriculture (USDA) nutritional requirements for SFSP reimbursement.

### 3.4 Menu Restrictions and Preferences

- Sunflower seeds shall not be used as a protein component more than once per week.
- Raisins shall not be used as a fruit component more than once per week.

- If a nut or seed butter is included, SunButter (sunflower seed butter) must be used.
- Dairy and cheese products are permitted.

### 3.5 Meal Documentation

- Each meal kit shall include a weekly or 10-day menu with corresponding nutritional information for households.

### 3.6 Compliance Requirements

- All meal kits must comply with Buy American provisions.
- Vendor meal count and reimbursement processes must be approved by the Virginia Department of Education School and Community Nutrition Programs.

### 3.7 Delivery Requirements

- Meal kits shall be delivered on a weekly or 10-day cycle via USPS, UPS, or FedEx.
- Deliveries should occur one (1) to two (2) days prior to the intended service period.

### 3.8 Ordering and Tracking Capabilities

- The Contractor must provide a secure system for household meal sign-up, ensuring confidentiality of participant information.
- The Contractor must allow for additions and removals of participants on a weekly basis.
- The Contractor must provide real-time delivery tracking accessible to the School Division for meal count verification.

### 3.9 Contingency Supply

- All food items within contingency meal kits must have expiration dates extending through at least September 15, 2026.

## 4.0 PROPOSAL PREPARATION AND SUBMISSION

### 4.1 Instructions for Submissions

To be considered for award, Offerors must submit a complete proposal in accordance with the requirements outlined below.

#### **Submission Methods**

Offerors may submit proposals by either hard copy or electronic submission:

- **Hard Copy Submission**  
Proposals must be sealed and clearly labeled:  
**RFP #26-040926– Direct-to-Home Delivery of Summer Non-Congregate Meal Kits**

Deliver to:  
Dinwiddie County School Board Office  
14016 Boydton Plank Road  
Dinwiddie, VA 23841

- **Electronic Submission**

Proposals must be emailed to [bids@dcpnsnet.org](mailto:bids@dcpnsnet.org) with the subject line:  
**RFP #26-040926 – Direct-to-Home Delivery of Summer Non-Congregate Meal Kits**

Proposals may also be submitted through the Virginia electronic procurement system (eVA). Submissions sent to any other email address will not be accepted.

### **Submission Deadline**

All proposals must be received no later than **Monday, April 20 2026 at 2:00 PM (local prevailing time)**.

The official time of receipt will be determined by the Dinwiddie County School Board Office. Offerors are solely responsible for ensuring their proposal is received on time.

### **Late Submissions**

Proposals received after the deadline will not be accepted and will be returned unopened. Fax submissions are not permitted.

### **Open Competition**

Dinwiddie County Public Schools encourages open and fair competition. All responsible and qualified vendors are invited to submit proposals for consideration.

### **4.2 Submittal Format**

Proposals, including any addenda, must be signed by an authorized representative of the Offeror. All requested information must be submitted with the proposal. Failure to provide complete information may result in the Purchasing Office requesting additional details, a lowered evaluation score, or rejection of the proposal if it is determined to be substantially incomplete. Requirements identified as mandatory are those established by law or regulation, or those that cannot be waived and are not subject to negotiation.

Throughout this RFP, the terms “**must**” and “**shall**” indicate requirements that are critical to the success of the project and carry significant weight in the evaluation process. The terms “**should**” and “**may**” indicate desirable features or capabilities that, while beneficial, are not mandatory. While Offerors are encouraged to meet all “**must**” and “**shall**” requirements, failure to do so does not automatically disqualify a proposal; however, it may negatively impact the overall evaluation.

Proposals should be prepared in a clear, concise, and straightforward manner, providing sufficient detail to demonstrate the Offeror’s ability to meet the requirements of this RFP. At the same time, submissions should avoid unnecessary complexity and focus on relevant information that supports the Offeror’s qualifications and proposed approach.

All materials, data, and documentation developed and submitted in response to this RFP shall become the property of Dinwiddie County Public Schools and may be subject to public

inspection in accordance with the Virginia Freedom of Information Act (FOIA). Offerors wishing to protect trade secrets or proprietary information must comply with § 2.2-4342(F) of the Code of Virginia by submitting a written request at or prior to the time of submission. This request must clearly identify the specific information to be protected and provide justification for its protection. Proprietary information must be distinctly marked (e.g., highlighting or underlining), and only the specific portions considered confidential should be designated. Blanket designations, including marking the entire proposal or pricing information as proprietary, are not acceptable and may result in rejection of the proposal.

#### 4.3 Presentation

Offerors **may be** required to provide an oral presentation of their proposal to the evaluation committee. This presentation will serve as an opportunity to clarify and expand upon the submitted proposal and is intended for informational purposes only. It will not include negotiation.

Presentations are conducted at the sole discretion of Dinwiddie County Public Schools (DCPS). If required, the Purchasing Agent will coordinate scheduling and provide details regarding the time and location.

#### 5.0 REFERENCES

Offerors shall provide a minimum of three (3) references who can attest to the firm's knowledge, quality of work, timeliness, reliability, flexibility, and ability to meet budget requirements. Each reference must include a contact name, email address, and phone number and should be submitted using the form provided.

DCPS reserves the right to contact any references provided, as well as references not listed by the Offeror. Reference checks may be limited to the highest-ranked Offeror(s).

#### 6.0 EVALUATION CRITERIA

Proposals will be evaluated based on the criteria outlined below. Offerors should address each item in the order presented and provide sufficient detail to demonstrate their qualifications and capabilities.

- Submission of all required forms and documentation
- Submission of all required certifications and agreements
- School system references (15 points)
- Two-week alternating menu (7-day or 10-day) (20 points)  
*Note: A finalized 7-day menu will be required for distribution if a 10-day proposal is submitted.*
- Nutritional information for all menu items (10 points)
- Value-added programming included with meal kits (5 points)

- Delivery plan, including tracking and re-delivery procedures (15 points)
- Experience with SFSP direct-to-home delivery and rural non-congregate meal programs (10 points)
- Pricing for 2026 meal kits, inclusive of all shipping and handling (25 points)

**Pricing Information:**

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

Company Representative: \_\_\_\_\_

7-Day Meal Kit Price: \_\_\_\_\_

10-Day Meal Kit Price: \_\_\_\_\_

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

Offerors are encouraged to provide comprehensive responses and not limit submissions strictly to the items listed above.

DCPS reserves the right to reject any or all proposals, waive informalities, and award a contract in the best interest of the School Board in accordance with § 2.2-4359(D) of the Code of Virginia.

**6.1 Negotiations**

Negotiations will be conducted with two or more Offerors deemed to be fully qualified and best suited based on the evaluation criteria. Price will be considered but is not the sole determining factor.

Following negotiations, DCPS will select the Offeror whose proposal is determined to provide the best value. If only one Offeror is deemed fully qualified, DCPS may proceed directly with negotiation and award.

DCPS reserves the right to cancel this RFP or reject any proposals prior to award.

**7.0 BASIS FOR AWARD**

The final award decision will be based on evaluation criteria outlined in this RFP, as well as information obtained through potential interviews, negotiations, reference checks, and any other relevant factors.

The evaluation committee will determine which proposal best meets the needs of Dinwiddie County Public Schools.

**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 must be received no later than **2:00 PM on Monday, April 20, 2026**.

**Mail or Hand Delivery:**

Dinwiddie County Public Schools  
Finance Department – Attn: Jenna Athey  
14016 Boydton Plank Road  
P.O. Box 7  
Dinwiddie, VA 23841

**Electronic Submission:**

Email: [bids@dcpsnet.org](mailto:bids@dcpsnet.org)  
Subject Line: *RFP #26-040926 – Direct-to-Home Delivery of Summer Non-Congregate Meal Kits*

Proposals may also be submitted through eVA. Submissions sent to any other email address will not be accepted. Fax submissions are not permitted.

Offerors are responsible for ensuring timely delivery. Late proposals will not be accepted.

If DCPS offices are closed due to emergency or inclement weather, the deadline will be extended to the next business day at the same time.

**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.

**10.2 Anti-Discrimination**

Dinwiddie County Public Schools (DCPS) does not discriminate against faith-based organizations. By submitting a proposal, Offerors certify that they will comply with all applicable federal and state laws, including the Federal Civil Rights Act of 1964, as amended; the Virginia Fair Employment Contracting Act of 1975, as amended; the Virginians with Disabilities Act; the Americans with Disabilities Act; and § 2.2-4311 of the Virginia Public Procurement Act (VPPA).

If a contract is awarded to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements on the basis of religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin. The organization shall be subject to the same requirements as all other contractors with respect to accountability for public funds. If public funds are maintained in separate accounts, only those accounts and programs funded with public funds shall be subject to audit, in accordance with § 2.2-4343.1(E) of the Code of Virginia.

For all contracts exceeding \$10,000, the Contractor agrees to comply with the following requirements during the performance of the contract:

The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law, except where a bona fide occupational qualification applies. The Contractor shall post notices in conspicuous places, accessible to employees and applicants, outlining these non-discrimination provisions.

The Contractor shall include a statement in all solicitations and advertisements for employment indicating that the organization is an equal opportunity employer. Notices, advertisements, and solicitations that comply with federal laws and regulations shall be considered sufficient to meet this requirement.

The Contractor shall include these non-discrimination provisions in all subcontracts and purchase orders exceeding \$10,000, ensuring that they are binding on all subcontractors and vendors.

### 10.3 Antitrust

By entering into a contract with Dinwiddie County Public Schools (DCPS), the Contractor assigns to DCPS all rights, title, and interest in any claims or causes of action the Contractor may have now or in the future under applicable antitrust laws of the United States. This assignment applies to matters related to the goods or services provided under the resulting contract.

### 10.4 Applicable Laws

This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. Any legal action arising from this solicitation or contract shall be brought in the appropriate courts having jurisdiction over Dinwiddie County.

Dinwiddie County Public Schools and the Contractor are encouraged to resolve disputes through Alternative Dispute Resolution (ADR) procedures in accordance with § 2.2-4366 of the Code of Virginia.

The Contractor shall comply with all applicable federal, state, and local laws, regulations, and requirements.

### 10.5 Audit

The Contractor shall retain all books, records, and documents related to this contract for a period of five (5) years following final payment, or until audited by Dinwiddie County Public Schools, whichever occurs first.

Dinwiddie County Public Schools, its authorized representatives, and state auditors shall have full access to and the right to examine such records during the retention 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 Contract Modifications

Changes to the contract may be made in the following ways:

The parties may agree in writing to modify the scope of the contract. Any increase or decrease in the contract price resulting from such a modification must be agreed to in writing as part of the modification.

Dinwiddie County Public Schools may order changes within the general scope of the contract at any time through written notice to the contractor. Changes within the scope of the contract may include, but are not limited to, services to be performed, methods of packing or shipment, and the place of delivery or installation. The contractor shall comply with such notice upon receipt.

The contractor shall be compensated for any additional costs incurred as a result of the change and shall provide a credit to Dinwiddie County Public Schools for any savings. Compensation shall be determined either by mutual written agreement between the parties or by agreeing upon a unit price, if the work can be measured in units. The contractor must account for the number of units performed, and Dinwiddie County Public Schools retains the right to audit records or determine the correct number of units independently.

#### 10.9 Clarification of Terms

If a prospective offeror has questions regarding the specifications or other solicitation documents, they should contact Jenna Athey at [bids@dcpsnet.org](mailto:bids@dcpsnet.org) in writing via email no later than **10:00 a.m. on Wednesday, April 15, 2026**. Any revisions to the solicitation will be made only through a written addendum issued by the buyer.

Contact initiated by an offeror with any other School Board representative, unless expressly authorized in this solicitation, is prohibited. Unauthorized contact may result in disqualification from the solicitation process.

#### 10.10 Default

If the contractor fails to deliver goods or services in accordance with the contract terms and conditions, Dinwiddie County Public Schools may, after providing oral or written notice, obtain them from other sources and hold the contractor responsible for any resulting additional costs, including purchase and administrative expenses. This remedy is in addition to any other remedies available to Dinwiddie County Public Schools.

#### 10.11 Drug and Alcohol-Free Workplace

During the performance of this contract, the contractor agrees to maintain a drug- and alcohol-free workplace for all employees. The contractor shall post in conspicuous locations a notice informing employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substances, marijuana, or alcohol is prohibited in the workplace, and specifying the actions that will be taken for violations. All employee solicitations or advertisements shall state that the contractor maintains a drug- and alcohol-free workplace. The contractor shall include these requirements in every subcontract or purchase order over \$10,000, making them binding on all subcontractors and vendors.

For the purposes of this section, a drug- and alcohol-free workplace is defined as a work site where employees performing work under this contract are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substances or marijuana during contract performance.

#### 10.12 Ethics in Public Contracting

By submitting a proposal, offerors certify that their submission is made without collusion or fraud. They confirm 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 any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, to any public employee involved in this procurement, unless an equal or greater value was exchanged.

Offerors must disclose any actual or potential conflicts of interest that exist or may arise if recommended for award and describe how such conflicts could be resolved.

By signing the proposal documents, each offeror attests that, to the best of their knowledge and belief, neither they nor their agents or employees have colluded with anyone to obtain information that would give an unfair advantage, or to gain favoritism in the award of this Request for Proposal.

#### 10.13 Immigration Reform and Control Act of 1986

By submitting a proposal, offerors certify that they do not, and will not during the performance of this contract, employ unauthorized 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 REQUIRES 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 on the basis of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, faith-based organizational status, or any other basis prohibited by state law, except where a bona fide occupational qualification is reasonably necessary for the normal operation of the contractor.

If this contract is awarded to a faith-based organization and an individual receiving goods, services, or disbursements objects to the religious character of the organization, the School Division will provide the individual, within a reasonable period of time, access to equivalent goods, services, or disbursements from an alternative provider.

## 10.16 Payment

### 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).

### TO SUBCONTRACTOR:

Within seven days of receiving payment from Dinwiddie County Public Schools for work performed by any subcontractor under this contract, the awarded contractor must either:

-Pay the subcontractor; or

-Notify both the School Board and the subcontractor in writing of the intention to withhold payment and provide the reason for withholding.

The contractor is required to pay interest at a rate of one percent per month on any amounts owed to subcontractors that remain unpaid seven days after receipt of payment from the School Board, unless otherwise specified in the contract. Payments sent by U.S. Mail are considered made on the date of mailing. These provisions apply to all sub-tier contractors performing under the primary contract. The contractor's obligation to pay interest to a subcontractor does not create any obligation for Dinwiddie County Public Schools.

#### 10.17 Preparation and Submission of Proposals

Proposals must include the full business address of the offeror and be signed by an authorized representative.

For partnerships, the proposal must include the full names of all partners and be signed in the partnership name by an authorized partner or representative, with the signer's title clearly indicated.

For corporations, the proposal must be signed using the legal name of the corporation, include the state of incorporation, and be executed by an officer or individual authorized to bind the company. The name and title of the person signing must be clearly printed or typed below the signature.

If a proposal is signed by an individual using a title (such as "President," "Secretary," or "Agent") without identifying the entity being represented, the proposal may be considered binding on the individual signer.

Dinwiddie County Public Schools reserves the right to request documentation verifying the authority of any individual signing on behalf of an entity.

#### 10.18 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act, in accordance with § 2.2-4342(F) of the Code of Virginia.

To protect such information, the offeror must invoke this protection prior to or at the time of submission, clearly identify the specific data or materials to be protected, and provide a written explanation of why such protection is necessary.

#### 10.19 Qualifications of Offerors

Dinwiddie County Public Schools reserves the right to conduct any reasonable investigations necessary to determine an offeror's ability to perform the required services or provide the

requested goods. Offerors shall furnish any information or documentation requested for this purpose.

Dinwiddie County Public Schools may also inspect an offeror's facilities prior to award to evaluate capability and capacity.

The School Division reserves the right to reject any proposal if the information provided, or the results of such investigations, do not demonstrate that the offeror is qualified to fulfill the requirements of the contract.

#### 10.20 Receipt and Opening of Proposals

Offerors are responsible for ensuring that their proposals are delivered to the designated location prior to the stated deadline. Proposals received after the specified time will not be considered.

All proposals received shall be subject to inspection in accordance with § 2.2-4342(D) of the Code of Virginia.

#### 10.21 State Corporation Commission Identification Number

To be eligible for contract award, offerors organized as a corporation, limited liability company, business trust, or partnership must be authorized to transact business in the Commonwealth of Virginia, as required by applicable law, including Titles 13.1 and 50 of the Code of Virginia.

Offerors required to be authorized to transact business in Virginia must include their State Corporation Commission (SCC) identification number with their proposal. Offerors not required to be authorized must include a statement explaining why such authorization is not required.

Failure to provide the required information may result in disqualification unless a waiver is granted by the Purchasing Agent.

Any entity awarded a contract must maintain its legal status and authorization to transact business in the Commonwealth for the duration of the contract. Dinwiddie County Public Schools reserves the right to void any contract if the entity fails to remain in compliance with these requirements.

#### 10.22 Termination by Owner for Convenience

Dinwiddie County Public Schools reserves the right to terminate this contract, in whole or in part, at any time without cause by providing thirty (30) days written notice to the contractor.

Upon receipt of such notice, the contractor shall immediately cease work and remove all personnel, equipment, and materials not requested for retention by Dinwiddie County Public Schools. The contractor shall also take any actions necessary to assign its interest in subcontracts and purchase orders to Dinwiddie County Public Schools, if requested.

Following termination, and upon satisfactory completion of all required actions, the contractor shall be entitled to payment for all amounts due under the contract, including work performed through the date of termination and reasonable, documented costs directly associated with demobilization. The contractor shall not be entitled to compensation for lost profits or any other damages beyond those expressly stated. Upon such payment, Dinwiddie County Public Schools shall have no further obligation to the contractor.

Termination for convenience shall not relieve the contractor's surety of its obligations under any payment or performance bonds.

#### 10.23 Withdrawal or Modification of Proposals

Proposals may be withdrawn or modified by written notice received prior to the established deadline for submission.

Such withdrawal or modification must be submitted by the individual who signed the original proposal or by an authorized representative identified in the proposal. Modifications may be submitted as a separate document, provided they are clearly labeled and signed by the authorized individual.

### 11.0 SPECIAL TERMS AND CONDITIONS

#### 11.1 Award of Contract

Dinwiddie County Public Schools will conduct discussions with two or more Offerors deemed fully qualified, responsible, and suitable based on initial proposal evaluations, with emphasis on professional competence and ability to provide the required services. Informal interviews may be conducted, and Offerors may be asked to further explain their qualifications, experience, staffing, and proposed approach, including alternative solutions.

During this process, non-binding estimates of total project costs, including life-cycle costs and, where appropriate, service pricing, may be discussed. Proprietary information submitted by competing Offerors will not be disclosed.

Following discussions and evaluations, Dinwiddie County Public Schools will rank Offerors in order of preference based on the evaluation criteria and all information obtained during the selection process. Negotiations will begin with the highest-ranked Offeror. If a contract that is fair, reasonable, and in the best interest of the School Division can be reached, an award will be made to that Offeror. If not, negotiations with that Offeror will be formally terminated, and negotiations will proceed with the next highest-ranked Offeror, and so on.

Dinwiddie County Public Schools reserves the right to make multiple awards under this solicitation. If it is determined that only one Offeror is fully qualified or clearly more qualified than others, the School Division may proceed with negotiation and award to that Offeror.

### 11.2 Confidentiality (Contractor)

The Contractor shall maintain the confidentiality of all personal information and data related to Dinwiddie County Public Schools employees obtained during the performance of this contract. Such information shall not be disclosed without the written consent of both the individual and Dinwiddie County Public Schools and shall remain confidential both during and after the term of the contract.

Any information disclosed, other than to Dinwiddie County Public Schools, must be presented in a summary, statistical, or other form that does not identify specific individuals.

### 11.3 Ownership of Documents

All information, materials, documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other items prepared by or for the Contractor under any resulting contract shall, at the option of Dinwiddie County Public Schools, become the property of Dinwiddie County Public Schools. These items shall be delivered to 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 these materials without additional compensation to the Contractor.

Any documents or materials provided to the Contractor by Dinwiddie County Public Schools must be returned upon delivery of the final products or services. Any artwork, negatives, proofs, or other materials created by the Contractor to fulfill the contract shall also become the property of Dinwiddie County Public Schools and must be delivered along with the final products or services, unless otherwise directed. Failure to deliver these items may result in withholding of payment.

### 11.4 Renewal of Contract

The initial term of this contract will be from June 1, 2026, through August 21, 2026. The contract may be renewed by the School Board upon written agreement of both parties for up to four additional one-year periods under the terms and conditions of the original contract. Price adjustments may be negotiated only at the time of renewal. Written notice of the School Board's intention to renew will be provided approximately ninety days prior to the expiration of the current contract period.

If the School Board elects to renew the contract for an additional period, the contract price for the renewal shall not exceed the original contract price adjusted by no more than the percentage increase or decrease of the Services category of the CPI-W section of the Consumer Price Index published by the United States Bureau of Labor Statistics for the most recent twelve-month period for which data is available.

For any subsequent renewal periods, the contract price shall not exceed the price of the previous period adjusted by no more than the percentage increase or decrease of the Services category of the CPI-W section of the Consumer Price Index for the most recent twelve-month period.

## 12.0 METHOD OF PAYMENT

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

## 13.0 LOSS OR DAMAGE IN TRANSIT

Delivery to a common carrier by the contractor does not constitute delivery to Dinwiddie County Public Schools. Any loss or damage during transit is the responsibility of the contractor and the carrier. Title transfers to the School Division only when the goods are received.

Dinwiddie County Public Schools will note any apparent damages on the freight bill and notify the contractor. Concealed damages or loss discovered upon receipt will be reported to the contractor and the carrier within 15 days, and prior to removal from the delivery point if possible.

The contractor shall immediately replace any damaged or lost merchandise. For minor damages, with approval from Dinwiddie County Public Schools, the contractor may deduct the value of the damaged or lost items from the invoice instead of providing a replacement. Filing claims with the carrier remains the contractor's responsibility.

## 14.0 FREIGHT

By signing a response to this solicitation, the offeror certifies that all bid or proposal prices offered for F.O.B. destination include only the actual freight charges at the lowest and best rate, based on the actual weight of the goods being shipped. Freight charges are established for each individual purchase.

For requirements bid F.O.B. origin, the contractor shall prepay the freight charges and include the amount on the invoice. A copy of the freight bill must be attached to all invoices that include freight charges. Freight costs for F.O.B. origin shipments will be considered in the evaluation of bids.

## 15.0 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The successful offeror shall certify that they have not been debarred, suspended, or otherwise excluded from participation in federal assistance programs under Executive Orders 12549 and 12689. The offeror must comply with the regulations implementing Office of Management and Budget guidance on non-procurement debarment and suspension, codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with parties that are debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs or activities.

The offeror must sign **Attachment F** to acknowledge compliance.

#### 16.0 CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OR LOBBYING ACTIVITIES

Pursuant to 31 USC 1352 and the Byrd Anti-Lobbying Amendment, the contractor must submit a certification regarding lobbying that conforms with the requirements of 2 CFR Part 200.450. No federal funds may be used to pay any person to influence or attempt to influence:

- An officer or employee of any federal agency,
- A Member of Congress, or
- An officer or employee of Congress

in connection with any covered federal action.

The successful offeror must disclose all lobbying activities related to school nutrition programs. If material changes occur after the initial filing, updated reports must be submitted quarterly in accordance with 7 CFR 3018.100.

The offeror must sign **Attachment G** to acknowledge compliance.

#### 17.0 CLEAN AIR AND WATER CERTIFICATE (IF APPLICABLE)

The successful offeror agrees to comply with all requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq.), and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.), relating to inspection, monitoring, entry, reports, and information, as well as any other applicable requirements and regulations issued under these laws prior to the award of this contract.

The offeror must sign **Attachment H** to acknowledge compliance.

#### 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 A – VIRGINIA 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 to assemble, maintain, and repair goods in accordance with contracts by which such goods were sold and shipped into Virginia from the 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 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):

Company name: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

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

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

**ATTACHMENT B – SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions 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 materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusion is a violation of the 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 authorized to sign this bid on behalf of the bidder.

To receive consideration for award, this signature sheet must be returned to the Finance Department as 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 providing services under this Contract to have direct contact with Dinwiddie County Public Schools students. Therefore, Contractor certifies that neither Contractor, Contractor’s employees, nor any person providing services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a violent felony as defined in § 19.2-392.02, any offense involving 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 required in this certification is a Class I misdemeanor and may result, upon conviction, in revocation of the contract and, if applicable, 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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**Question:** 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 sexual molestation, physical or sexual abuse, or rape of a child?

- NO
- YES (please explain):

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

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

**Print Name:** \_\_\_\_\_

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

**ATTACHMENT D – REFERENCES**

Offerors shall provide three (3) references for work of a similar type and size satisfactorily completed within the past five (5) years. Include the dates of service or contract period, location, and contact information.

---

**Reference #1**

**Name of County, City, Agency, or Firm:** \_\_\_\_\_

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

**Contact with Title:** \_\_\_\_\_

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

**Types of Services Provided:** \_\_\_\_\_

**Contract Dates:** From \_\_\_\_\_ To \_\_\_\_\_

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**Reference #2**

**Name of County, City, Agency, or Firm:** \_\_\_\_\_

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

**Contact with Title:** \_\_\_\_\_

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

**Types of Services Provided:** \_\_\_\_\_

**Contract Dates:** From \_\_\_\_\_ To \_\_\_\_\_

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**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**

RFP #26-040926 | DIRECT-TO-HOME DELIVERY OF SUMMER NON-CONGREGATE MEAL KITS

<b>Division</b>	<b>Number of Schools/ Students</b>	<b>Contact</b>	<b>Main Office Location</b>
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	Christine Powell Director of Nutritional SVCS 434-542-5151	P.O. Box 790 Charlotte Court House, VA 23923
Charles City County Public Schools	2/500	Jerome Tyler Director of Operations 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	2/1,100	Scott Evans Nutrition Services Supervisor 757-304-5433 x2629	300 Morton Street Franklin, VA. 23851

RFP #26-040926 | DIRECT-TO-HOME DELIVERY OF SUMMER NON-CONGREGATE MEAL KITS

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	Ellen Couch Food & Nutrition Services 757-365-1631	820 Main Street Smithfield, VA 23430
King William County	4/2200	Sherri Harris Food Service Coordinator 804-769-3434 x550	18548 Main Street Road King William, VA 23086
King & Queen County	3/1000	Jennifer Gibson Food Service Coordinator 804-785-5981	1599 Newtown Rd. St. Stephens Church, VA 23148
Louisa County	6/5000	Randy Herman School Nutrition Director 540-894-4373 x7050	953 Davis Highway Mineral, VA 23117
Lunenburg Public Schools	4/1500	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

RFP #26-040926 | DIRECT-TO-HOME DELIVERY OF SUMMER NON-CONGREGATE MEAL KITS

Nottoway County Public Schools	5/1,900	Charlyn Pierce Food Service Supervisor 434-645-9596	10321 E. Colonial Trail Hwy., Nottoway, VA 23955
Petersburg City	6/4,200	Food Service Supervisor 804-508-2572	920 E. Wythe Street Petersburg, VA 23803
New Kent County	4/3,200	Crystal Parsley School Nutrition Director 804-966-8508	7365 Egypt Road New Kent, VA. 23124
Portsmouth City	22/14,000	Taurus Richardson Senior Supervisor 757-393-8366	2801 Turnpike Road Portsmouth, VA. 23707
Prince Edward County	3/2,100	Bruce Davis Supervisor of Food SVC 434-315-2100 x3833	35 Eagle Drive Farmville, VA. 23901
Prince George County	8/6,200	Ginger Absher Food & Nutrition SVC Coordinator 804-733-2710	6410 Courts Drive Prince George, VA. 23875
Southampton County	6/2,850	Mark Ruffin Food SVC Coordinator 757-570-0831	21308 Plank Road Courtland, VA. 23837
Suffolk City	21/14,000	James Riddick Director Food & Nutrition SVCS 757-925-5789	3264 Pruden BLVD Suffolk, VA. 23434
Surry County	3/800	Renita Bailey HR & Food SVC Supervisor 757-294-5229	45 School Street Surry, VA. 23883
Sussex County	3/1,100	Erica Tolliver-White Dietary Management Professional 434-246-2111	21390 Sussex Drive Sussex, VA. 23884
West Point-Town	2/800	Misty Osborne School Nutrition Manager 804-843-2030 x307	1060 Thompson Avenue West Point, VA. 23181
Williamsburg-James City County	16/11,700	Jane C. Haley Child Nutrition SVCS Supervisor 757-565-3838	597 Jolly Pond Road Williamsburg, VA. 23188

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

### Primary Covered Transactions

This certification is required by regulations implementing Executive Order 12549, *Debarment and Suspension* (13 CFR Part 145). These regulations were published in the Federal Register on May 26, 1988 (pp. 19160–19211). Copies are available through local offices of the U.S. Small Business Administration.

**NOTE:** Please read the instructions on the following page before completing this certification.

### Certification

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

#### (1)

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency;

b. Have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for:

- Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract;
- Violation of Federal or State antitrust statutes;
- 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 listed above; and

d. Have not, within a three (3) year period preceding this proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

#### (2)

If the prospective primary participant is unable to certify any of the statements above, an explanation must be attached to this proposal.

## Business Information

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

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

**Authorized Representative:** \_\_\_\_\_

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

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

## Instructions for Certification of Debarment and Suspension

1. By signing and submitting this proposal, the prospective participant provides the certification set forth above.
2. Inability to provide this certification does not automatically result in denial of participation. The participant must submit an explanation, which will be considered in the award decision. Failure to provide either a certification or explanation will result in disqualification.
3. This certification is a material representation of fact. If it is later determined that the participant knowingly provided an erroneous certification, the Federal Government may terminate the transaction for cause or default, in addition to other remedies.
4. The participant must provide immediate written notice if, at any time, the certification is found to be erroneous or becomes inaccurate due to changed circumstances.
5. Terms such as *covered transaction*, *debarred*, *suspended*, *ineligible*, *participant*, and *proposal* have the meanings defined in 13 CFR Part 145. Contact the issuing agency for clarification if needed.
6. The participant agrees not to knowingly enter into any lower-tier covered transaction with a debarred, suspended, or otherwise excluded party unless authorized by the awarding agency.
7. The participant agrees to include the required certification clause, without modification, in all lower-tier covered transactions and related solicitations.
8. Participants may rely on certifications from lower-tier participants unless they know the certification to be erroneous. Verification methods are at the participant's discretion.
9. Nothing in these requirements mandates establishing a formal system of records. Participants are expected to act in good faith using standard business practices.
10. If a participant knowingly enters into a transaction with a debarred or suspended party, the Federal Government may terminate the agreement for cause or default, in addition to other remedies.

### ATTACHMENT G-CERTIFICATION REGARDING LOBBYING

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 any 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 or loan, the entering into of any cooperative agreement, or 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 any of the individuals listed above 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 all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients 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 required 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 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 required 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.

**Applicant Information**

**Organization Name:** \_\_\_\_\_

**Name (First, Middle, Last):** \_\_\_\_\_

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES**

<b>ITEM</b>	<b>INFORMATION</b>
<b>1. Type of Federal Action</b>	<input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance
<b>2. Status of Federal Action</b>	<input type="checkbox"/> Proposal / Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-Award
<b>3. Report Type</b>	<input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change
<b>Material Change Details</b>	Quarter: _____ Date of Last Report: _____
<b>4. Reporting Entity Name &amp; Address</b>	_____
<b>Entity Type</b>	<input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier (if known): _____
<b>Congressional District</b>	_____
<b>5. Prime (if Sub-awardee)</b>	_____
<b>Prime Congressional District</b>	_____
<b>6. Federal Department/Agency</b>	_____

**ITEM**

**INFORMATION**

**7. Program**

Name/Description \_\_\_\_\_

CFDA Number \_\_\_\_\_

**8. Federal Action Number** \_\_\_\_\_

**9. Award Amount**

\$ \_\_\_\_\_

**10. Lobbying Entity**

(Name & Address) \_\_\_\_\_

**11. Individuals**

Performing Services \_\_\_\_\_

**12. Amount of Payment**

\$ \_\_\_\_\_ Actual  \$ \_\_\_\_\_ Planned

**13. Type of Payment**

Retainer  One-time Fee  Commission  Contingent   
Deferred  Other: \_\_\_\_\_

**14. Form of Payment**

Cash  In-Kind (describe): \_\_\_\_\_

**15. Description of Services**

**16. Continuation Sheets**

Yes (Number: \_\_\_\_\_)  No

**Certification**

Information requested through this form is authorized by Title 31 U.S.C. §1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This information will be reported to 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.

**Authorized Representative**

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

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

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

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

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

**Instructions for Completion**

This form must be completed by the reporting entity (prime or sub-awardee) at the initiation or receipt of a covered Federal action, or upon a material change to a previous filing, in accordance with 31 U.S.C. §1352.

- A separate form is required for each payment made, or agreement to make payment, to a lobbying entity.
- Complete all applicable items for both initial filings and material changes.
- Refer to Office of Management and Budget (OMB) guidance for additional information.

**Item Guidance**

1. Identify the type of Federal action.
2. Identify the status of the Federal action.
3. Indicate whether this is an initial filing or material change (include quarter and prior report date if applicable).
4. Provide full legal name, address, and classification (prime or sub-awardee), including tier and congressional district if known.
5. If a sub-awardee, provide prime recipient information.
6. Enter the Federal agency making the award or loan commitment.
7. Provide the Federal program name/description and CFDA number, if applicable.
8. Enter the identifying number (e.g., RFP, grant, or contract number).
9. Enter the Federal award or loan amount, if known.
10. Provide lobbying entity information.
11. List individuals performing services.
12. Indicate payment amount (actual or planned).
13. Identify type of payment.
14. Identify form of payment and describe any in-kind contributions.
15. Describe services performed, including relevant dates and contacts.
16. Indicate whether an SF-LLL-A Continuation Sheet(s) is attached. If yes, list the number of sheets. The certifying official must sign and date the form, and print their name, title, and telephone number.

**ATTACHMENT H – CLEAN AIR AND WATER CERTIFICATE**

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

**Successful Offeror**                      **Dinwiddie School Nutrition Authority**  
Name: \_\_\_\_\_ Name: \_\_\_\_\_

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The successful offeror agrees as follows:

**A.** To comply with all requirements of Section 114 of the Clean Air Act (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), including inspection, monitoring, entry, reports, information, and all regulations and guidelines issued thereunder before the award of this contract.

**B.** No portion of the work under this contract will be performed in a facility listed on the EPA List of Violating Facilities on the date this contract is awarded, unless and until the EPA removes such facility from the listing.

**C.** To use best efforts to comply with clean air and clean water standards at all facilities where the contract is performed.

**D.** To include the substance of these provisions in any non-exempt subcontract.

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**Definitions**

**A. Air Act** – The Clean Air Act, as amended (41 U.S.C. 1857 et seq., as amended by Public Law 91-604).

**B. Water Act** – Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

**C. Clean Air Standards** – Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements contained in, issued under, or adopted pursuant to the Air Act, Executive Order 11738, an approved implementation plan under

section 110(d) of the Clean Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

**D. Clean Water Standards** – Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements contained in a permit issued to a discharger by the EPA, a state under an approved program (Section 402 of the Water Act, 33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations required under Section 307 of the Water Act (33 U.S.C. 1317).

**E. Compliance** – Compliance with clean air or water standards, including adherence to any schedule or plan ordered or approved by a court, the EPA, or an Air or Water Pollution Control Agency under the Air Act or Water Act.

**F. Facility** – Any building, plant, installation, structure, mine, vessel, floating craft, location, or site of operations owned, leased, or supervised by the successful offeror.

Authorized Signatures	Title	Date
Dinwiddie School Authority:	_____	_____
Successful Offeror:	_____	_____
-	_____	_____