

School Board Members

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Dinwiddie County Public Schools

OFFICE OF THE SUPERINTENDENT

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.

[Contract Addendum for RFP #26-040926](#)

[Direct-to-Home Delivery of Summer Non-Congregate Meal kits](#)

Addendum to the Existing and Date Between Dinwiddie County Public Schools and TBD (to be determined)

Addendum Effective Date: 04/14/2026

Program Term Covered: 06/01/2026 – 08/21/2026

This Addendum is entered into on 04/14/2026, and amends the existing agreement dated

04/09/2026 between Dinwiddie County Public Schools and TBD (to be determined) solely

for operation of the Summer Food Service Program (SFSP). The Contractor will provide meals and

related services in accordance with 7 CFR Part 225, applicable 2 CFR Part 200 procurement standards,

USDA guidance, State Agency policies and instructions, and all terms herein.

1. Addendum Purpose and Scope

This Addendum adds and modifies contract provisions necessary for compliance with 7 CFR Part 225, 2

CFR Part 200, 2 CFR Part 400, and USDA guidance. Except as specifically set forth in this addendum,

all other terms and conditions of the Original Agreement shall remain in full force and effect.

2. Term of Addendum

This Addendum is valid only for SFSP operations during the period specified above.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized officers, intending to be bound thereby, and effective ENTER DATE.

VENDOR NAME:

Sponsor:

Firm: N/A

Sponsor: DCPS

By: _____

By: _____

Printed Name: _____

Printed Name: Jenna Athey

Title: _____

Title: Finance & Procurement Specialist

Date: _____

Date: _____

A. Termination for Cause

Where the DCPS has determined that the contractor is in default, the DCPS reserves the right to purchase any and all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent Bid from the defaulting contractor will be considered. The DCPS reserves the right to terminate any contract at any time, for any reason, by providing the contractor with 30 of days day written notice.

Termination of a contract for cause includes but is not limited to, the following:

1. Failure to deliver within the time specified in the contract
2. Failure to meet quantity requirements
3. Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition
4. Misrepresentation by the contractor, administratively, contractually, or any other misrepresentation
5. Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the

DCPS

6. Conflict of contract provisions with constitutional or statutory provisions of state or federal law

7. Any other breach of contract

B. Equal Employment Opportunity

The vendor certifies it is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The vendor assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant

C. Civil Rights Assurance Clause

The vendor hereby agrees that it will comply with:

I. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);

II. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);

III. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

IV. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);

V. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);

VI. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000);

VII. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);

VIII. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

IX. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

X. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the vendor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the vendor.

D. Bond Requirements for Sponsors Operating SFSP

Each contractor which submits a bid for a contract may be asked to obtain a bid bond in an amount of 5% as required under 7 CFR 225.15(m)(5).

Each contractor which enters into a SFSP contract may be asked to obtain a performance bond in an amount of 5% of the value of the contract as required under 7 CFR 225.15(m)(6).

Contractors shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. No sponsor or state agency shall allow contractors to post any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts (7CFR § 225.15 (m) (5-7)).

The Sponsor shall retain Contractor's deposit until the Contractor has faithfully performed all