

# County of Henry

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

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



MEMBER OF  
VAGP  
NIGP

PURCHASING DEPARTMENT

## January 16, 2026 REQUEST FOR PROPOSAL RFP # 26-02033-A294 HENRY COUNTY PURCHASING DEPARTMENT

**The Henry County Public Schools** solicits firms to submit proposals for a “**Direct-to-Home Delivery of Summer Non-Congregate Meal Kits.**” Proposals will be received until **3:00 p.m., Local Prevailing Time, February 3, 2026**, in the:

**Purchasing Department, Room 210  
Henry County Administration Building  
P.O. Box 7, Collinsville, VA 24078 (Postal Service) or  
3300 Kings Mountain Road, Martinsville, VA 24112 (UPS or FedEx) or  
at <https://eva.virginia.gov> (Electronically).**

See submission and receipt of Request for Proposals (RFPs) on page two for instructions.

Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. **If the County closes its offices due to inclement weather or for other reasons, the scheduled Request for Proposal submission deadline will be extended to the first open business day at the same time, unless an addendum is done that states otherwise.**

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms, small, local, faith-based, women-owned and minority-owned, (SWAM) are encouraged to submit a proposal.

The County/PSA reserves the right to reject any or all of the proposals, to waive informalities and to award in part or in whole any or all proposals to multiple vendors or a single vendor as a result of this solicitation. Any proposal submitted MUST be signed by an individual authorized to bind the offeror.

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

**Submission and Receipt of Request for Proposals:**

- 1.) Each offeror submitting **a paper copy of their proposal shall have one (1) proposal and one (1) USB Flash Drive** (see Proprietary Information Requirement below) in a sealed envelope and mark outside of envelope with company name, subject, RFP number and closing date of Request for Proposal. The offeror may use U.S. Postal Service, UPS, FedEx or in person delivery at the addresses listed on page one.
- 2.) Each offeror submitting **an electronic copy of their proposal shall provide one (1) electronic copy of their proposal** (see Proprietary Information Requirement below) to Virginia's Electronic Procurement System (eVA) at <https://eva.virginia.gov> by the deadline date and time for submittal of proposals. To respond to electronically, vendors will need to be registered suppliers on the (eVA) website. To register as a new supplier, visit: <https://eva.virginia.gov/register-now.html> . If you need supplier training, please visit: <https://eva.virginia.gov/supplier-training-materials.html> . If you have questions or issues during the process of submitting a proposal, contact (eVA) customer care at 1-866-289-7367. **Please ensure you have allotted ample time to submit your proposal document(s).**
  - A.) Electronic document size shall be no larger than 25MB. The (eVA) website will allow for a bigger document size but the County's system will not be able to download from (eVA) anything larger than 25MB. Zip files are not accepted. All documents shall be in PDF format.
  - B.) It is the responsibility of the offeror to call our office prior to deadline date and time if they would like to verify that we received their electronic RFP on (eVA). RFP submissions will not be opened in advance of the closing date therefore the County will only be able to confirm that (eVA) received their RFP, not if the files are accessible. If there are any computer/(eVA) issues, corrupted files, power outages, etc. Henry County will not be held responsible and will not accept any RFPs past the designated date and time for RFPs to be received.
  - C.) Faxed RFPs will not be accepted and electronic RFPs will only be accepted through (eVA).

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

**Proprietary Information Requirement**

Any proprietary information submitted by a vendor shall be in a separate sealed envelope and duly marked as proprietary along with the RFP number and company name. A cover sheet must be attached on the front of all proprietary documents, within the envelope, stating the reason why protection is necessary. No vendor is allowed to mark their entire Request for Proposal (RFP) as proprietary per the Code of Virginia 2.2-4342 (F).

Also, if a USB Flash Drive is required it shall have proprietary information listed in separate documents on the Flash Drive, from the rest of the RFP and be clearly named as proprietary documents. If these requirements are not met then the vendor may be rejected for not complying. All other documents are subject to the Freedom of Information Act and open to public viewing.

### **Contract Period**

A notice of award will be signed and publicly posted in the Purchasing Office of the County/PSA once this RFP has been awarded. The date on the notice of award will be when the RFP becomes effective (not date of service). **Please see page nine (9) of this proposal for contract period. The above terms shall override any other written terms in this RFP and/or verbal comments made during negotiations, unless authorized by Chief Purchasing Agent.**

### **Piggy Back Clause**

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

### **Illegal Aliens**

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

### **Permits/Licenses**

Vendors and any subcontractors used shall be responsible for acquiring all the proper permits/licenses required by local and state authorities in conjunction with this proposal. Proposal prices shall include these fees and no additional costs are to be assessed to the County/PSA. Vendor's attention is directed to the requirements of title 54, chapter 11, of the code of Virginia pertaining to registration of contractors. (if applicable)

### **State Corporation Commission Identification Number:**

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to B-30 Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided and include with your response.

### **Contact for RFP**

Please contact Marci Lexa at [mlexa@henry.k12.va.us](mailto:mlexa@henry.k12.va.us) for any questions pertaining to this RFP.

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

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

The Contractor shall include in provisions of the foregoing paragraph A, B, and C in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT**

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

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

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME (TYPE/PRINT) \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

TELEPHONE(      ) \_\_\_\_\_

FAX(      ) \_\_\_\_\_

SINCE BECOMING EFFECTIVE ON JULY 1, 2007, HENRY COUNTY HAS REQUIRED ALL VENDORS TO ABIDE BY THE FOLLOWING LEGISLATION.

CODE OF VA § 22.1 - 296.1

PROVIDES THAT AS A CONDITION OF AWARDING A CONTRACT FOR THE PROVISION OF SERVICES THAT REQUIRE THE CONTRACTOR OR HIS EMPLOYEES TO HAVE DIRECT CONTACT WITH STUDENTS ON SCHOOL PROPERTY DURING REGULAR SCHOOL HOURS, THE SCHOOL BOARD MUST REQUIRE THE CONTRACTOR TO PROVIDE CERTIFICATION THAT ALL EMPLOYEES WHO WILL HAVE DIRECT CONTACT WITH STUDENTS HAVE NOT BEEN CONVICTED OF A VIOLENT FELONY SET FORTH IN THE DEFINITION OF BARRIER CRIME IN SUBSECTION A OF § 19.2 - 392.02; ANY OFFENSE INVOLVING THE SEXUAL MOLESTATION OR PHYSICAL OR SEXUAL ABUSE OR RAPE OF A CHILD, OR THE SOLICITATION OF ANY SUCH OFFENSE; OR ANY CRIME OF MORAL TURPITUDE. THE BILL ALSO PROVIDES THAT THE REQUIREMENT BE WAIVED IN EMERGENCY SITUATIONS WHEN IT IS REASONABLY ANTICIPATED THAT THE CONTRACTOR OR HIS EMPLOYEES WILL HAVE NO DIRECT CONTACT WITH STUDENTS.

PLEASE INDICATE APPROPRIATE BOX BELOW.

I AGREE TO ABIDE BY LEGISLATION CODE OF VA § 22.1 - 296.1.

THIS LEGISLATION DOES NOT APPLY TO THIS SOLICITATION.

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

AUTHORIZED VENDOR SIGNATURE

DATE

COMPANY NAME

PRINTED NAME AND TITLE

**Subcontractor Information**

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

You must check appropriate box below and list any subcontractors that will be used for this **RFP# 26-02033-A294** for **Direct-to Home Delivery of Summer Non-Congregate Meal Kits.**

I will be using subcontractors. (See list below)

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

I will not be using subcontractors.

1.) Subcontractors Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_

2.) Subcontractors Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_

3.) Subcontractors Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_

4.) Subcontractors Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_

5.) Subcontractors Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_

6.) Subcontractors Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone # \_\_\_\_\_

**Vendors Company Name** \_\_\_\_\_

**Vendors Authorized Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Vendors Telephone #** \_\_\_\_\_ **Federal ID #** \_\_\_\_\_

**\*Notes- Add a separate sheet if you need additional space for subcontractors.**

**Vendors and any subcontractors used shall contact the Commissioner of Revenue's Office at (276-634-4691) to inquire about getting a Henry County Business License.**

**SCC REGISTRATION FORM**

**VIRGINIA STATE CORPORATION COMMISSION (SCC)  
REGISTRATION INFORMATION**

The offeror:

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

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-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 offeror 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 offeror's out-of-state location).

-OR-

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror'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.

Please check the following box below 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 once issued (Henry County/Henry County Public Service Authority reserves the right to determine in its sole discretion whether to allow such waiver):

SCC application is pending, and offeror requests a waiver.

## **Request for Proposals – Direct-to-Home Delivery of Summer Non-Congregate Meal Kits**

Henry County School Nutrition Programs is seeking proposals for Direct-to-Home delivery of rural non-congregate meal kits for children ages 1 to 18 residing in Henry County, Virginia for the summer months of 2026. Henry County Public Schools is a CEP (Community Eligibility Provision) District, which makes each of our 6,700 students eligible for home-delivered meals if they are not being provided meals in another SFSP (Summer Food Service Program) congregate program. We estimate serving 1,200 meals or more per day with a start date of Sunday, May 24, 2026, and an end date of Saturday, August 8, 2026 (A total of 77 days of meals).

### **Meal Kit Specifications**

The specifications requested for the current need are as follows:

- Seven 10-day customizable meal kits, (with 2 alternating menu weeks) and one 7-day SFSP meal kit that include breakfast and lunch meals.
- Alternate: eleven 7-day customizable meal kits (two alternating menu weeks) with breakfast and lunch.
- 7-day meal kits must contain at least three heatable lunch entrees. 10-day kits shall contain at least four heatable lunch entrees.
- All meal components must be shelf-stable.
- Meal kits shall meet or exceed USDA (United States Department of Agriculture) nutritional standards for SFSP reimbursement.
- Vendor shall avoid using sunflower seeds as a protein more than once per week and raisins for fruit more than once per week. These are not well-accepted by Henry County Public Schools (HCPS) students. HCPS is a peanut/soy butter-free district. Sunbutter is required if nut-seed butter is used. Alpha-Gal Syndrome is prevalent in Henry County, therefore, all meat items must be planned to avoid mammal meats. Dairy/cheese is allowed.
- Weekly or 10-day meal plan with nutritional data shall be included in each meal kit for households.
- Meal kits must meet Buy American requirements.
- Meal kits must be delivered weekly or every 10-day period via USPS, UPS, or FedEx, preferably one to two days ahead of when they are intended to begin service.
- Vendor must offer a format for meal sign-up and ensure safe handling of confidential information.
- Vendor must offer capability to add/remove names on a weekly basis.
- Vendor must offer real-time delivery tracking capability to the district for meal count purposes.

- Vendor meal count and reimbursement process must be approved by VDOE School and Community and Nutrition Programs (SCNP).
- One pallet of meal kits shall be sold and directly delivered to the School Food Authority (SFA), to be stored and used to meet needs for families if kits are damaged/lost or for some reason not delivered on time. Expiration dates on individual food items must be good through September 15, 2026.

### **Bid / RFP Protest Procedures**

Any vendor that wishes to protest or question the award of this RFP (Request for Proposals) must submit the request to do so within ten (10) calendar days of the public posting of the award. Written protest must be sent to Attn: Carole Jones, Chief Purchasing Agent, PO Box 7, Collinsville, VA 24078 (Postal Service) or 3300 Kings Mountain Road, Martinsville, VA 24112 (UPS or FedEx).

### **Procurement**

The awarded vendor will receive two purchase orders from Henry County School Nutrition: one for the period covered by May 24 – June 30, 2026 (FY26), and a second for the period covered by July 1 – August 8, 2026. (FY27).

### **Contract Terms**

The contract period will be for one (1) SFSP Year, beginning on March 12, 2026, and ending on August 8, 2026, with the option to re-new for four (4) additional program years if both the school nutrition department and the supplier are happy with the terms of the contract.

During the term(s) of a contract awarded following a procurement, additional purchases not included in the solicitation list and resulting awarded contract may become necessary and benefit the Program. Both parties will agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed 10 percent of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term will be the basis for determining the maximum dollar amount (not to exceed 10 percent) of additional goods that will be allowed during the next contract renewal year.

### **Purchase Incentives**

All purchase incentives in the form of manufacturer rebates, discounts and credits are to be returned to the SFA's (School Food Authority's) non-profit school nutrition account.

## **Termination for Cause**

Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party. Provided that no such termination be implemented unless and until the other party is given:

- a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

## **Termination for Convenience**

The SFA may terminate an award prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Vendor.

## **Buy American Provision**

The LEA (Local Educational Authority) participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced or grown in the U.S., its territories, or possessions, is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

## **Civil Rights Assurance Statement**

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground 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 be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"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 Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, (Food and Nutrition Services) shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, 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 the behalf of the Program applicant.”

### **Required Records**

The awarded vendor agrees to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts. The vendor also agrees to grant access to duly authorized representatives of the SFA, the state agency, United States Department of Agriculture (USDA), or Comptroller General to any books, documents, papers and records which are directly pertinent to all negotiated contracts.

### **Contract Work Hours and Safety Standards Act**

Where applicable, all contracts awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 70 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C.

3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

- Laborers and mechanics. This chapter applies to all laborers and mechanics employed by a contractor or subcontractor in the performance of any part of the work under the contract—
  - including watchmen, guards, and workers performing services in connection with dredging or rock excavation in any river or harbor of the U.S., a territory, or the LEA of Columbia; but
  - not including an employee employed as a seaman.

### **Clarification of RFP Specifics**

If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential vendors as an addendum to this RFP. Any and all questions should be addressed to:

Marci Lexa, Director of School Nutrition, [mlexa@henry.k12.va.us](mailto:mlexa@henry.k12.va.us) or (276) 638-1161.

### **Vendor Required Signatures**

The following special terms and conditions all require signature by an individual authorized to bind the offeror.

### **Byrd Anti-Lobbying Amendment Certification**

The Vendor certifies that no federal appropriated funds have been paid, or will be paid, on their behalf 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 grants, 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.

The Vendor must fill out and submit Standard Form – LLL, “Disclosure Form to Report Lobbying” if any funds other than federal appropriated funds have been paid or will be paid in any of the efforts described above.

The Vendor shall require that the language of this certification be included in any subaward at all tiers and that all subrecipients shall certify and disclose accordingly. Please fill out the “Byrd Anti-Lobbying Amendment Certification” attached per the enclosed instructions and return with RFP documents.

## **Debarment and Suspension Certification**

The Vendor certifies that neither the Vendor nor its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Vendor specifically covenants that neither the Vendor nor its principals; the subcontractors or their principals; or the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA"). The SFA must keep this signed certification statement on file with a copy of the vendor's contract. Please fill out the "Debarment Form" attached and return with RFP documents.

## **Clean Air and Water Certificate**

Contracts in excess of \$150,000 shall contain provision that require compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S. C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) Regulation (40 CFR §15), which prohibit the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the grantor agency and to the EPA Assistant Administrator for Enforcement (EN-329). The contract must recognize mandatory standards and policies relating to energy efficiency that are contained in the State Agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163). Please fill out the "Clean Air and Water Certification" agreement attached and return with RFP documents.

## **Henry County Food Defense Requirements**

The Vendor agrees to comply with all requirements of the Henry County School Nutrition Programs Food Defense/Biosecurity Program as outlined in the attachment. Please fill out the "Food Defense/ Biosecurity" agreement form attached and return with RFP documents.

## **Attachments**

HCPS Nutrition Purchasing Profile

Byrd Anti-Lobbying Amendment Certification & Instructions

Debarment Form

Clean Air and Water Certification Agreement

Henry County Food Defense Program Agreement

Henry County Public Schools 2025-2026 School Year Calendar

Henry County Public Schools 2026-2027 School Year Calendar

## **Evaluation of Proposals**

Returned proposals must be complete and contain all required signatures and components to be evaluated.

1. Include all signed forms required by Henry County Purchasing Department
2. Include all signed certifications and agreements required by HCPS Nutrition Programs
3. Provide two to three public school system references (15%)
4. Include copies of two-week alternating menu (10-day or 7-day) (If 10-day proposal is submitted, a final 7-day menu is required) that will be shipped with meal kits (20%)
5. Include nutrition information for the menus/menu items provided (10%)
6. Include information about any “value added” programming included with meal kits (5%)
7. Provide full delivery-to-home proposal, including tracking, plans for re-delivery if there are problems, etc. (15%)
8. Years doing SFSP Direct-to-Home Delivery \_\_\_\_\_ and - Years of experience w/ Rural non-congregate meal delivery \_\_\_\_\_ (during Covid, etc.) (10%)
9. Fill out the below with 2026 kit pricing. (25%)

**\*Meal Kit pricing must include all shipping and handling fees!**

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

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

Pallet Meal Kit Price \_\_\_\_\_ (if different) 7\_\_\_\_ or 10\_\_\_\_ day kits? Number of Meal kits on Pallet \_\_\_\_\_

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

Company Representative (please print): \_\_\_\_\_

Authorized signature: \_\_\_\_\_

**Timetable for this RFP:**

RFP response is due by 3:00 PM, February 3, 2026. A minimum of two selected vendors will be invited to interview with an evaluation committee via video conference on Wednesday, February 18, 2026, between 9:00 a.m. and 12:00 p.m. (noon).

August 15, 2026

**Purchasing Contacts:**

Marci Lexa, SNS	Carole Jones
Director of School Nutrition	Chief Purchasing Agent
340 Ridgedale Drive	276-634-4671
Martinsville, VA 24112	cjones@henrycountyva.gov
276-638-1161	
mlexa@henry.k12.va.us	

**Statistical Information:**

- Operating Budget: \$7.2 million
- Purchased Food Budget: \$2.9 million
- Supplies Budget: \$360,000
- Target Food Cost: Breakfast \$.1.12 Lunch \$2.10
  - \* Entrée: Breakfast: \$.57 - \$.1.39; Lunch: \$.85 - \$2.35
  - \* Fruit/Vegetable: \$.32 - \$.65 per serving
  - \* Grain/Bread: \$.22 - \$.75
  - \* Milk: \$.30 - \$.54

**Schools:**

Grade level	Number sites	Enrollment
Elementary	9	3713
Middle	2	833
High	2	2100
Other/Alternative	1	55
	14	6701

**Free and Reduced-Price Meal Eligibility:**

- 100% of Henry County Schools 6701 students are eligible for free and reduced-price meals
- All schools are CEP sites
- All schools are CACFP At-Risk After School Sites, plus two daycares.
- Henry County School Nutrition Sponsors between 45 and 55 sites, and sponsors rural non-congregate meals for the Summer Food Service Program.

**Participation Data:**

2982	Average Daily Breakfast
4883	Average Daily Lunch
200	Average Daily Suppers
\$200,000	A la carte sales

**Nutrition Services Key Purchasing Initiatives:**

- To the extent allowed by Law, give preference to goods and services produced within the State of Virginia when all things are equal with competing offers.
- Promote Farm to School and increase purchases from Virginia farmers to the extent allowed by law.
- Purchase products grown and produced using sustainable practices
- Food as close to its natural form as possible, minimally processed
- Foods with minimal ingredients
- Clean label initiative: to reduce and/or eliminate the following:
  - High fructose corn syrup
  - Artificial colors – including titanium dioxide
  - Artificial preservatives: most phosphates, including in “modified food starch”
  - Artificial Sweeteners: acesulfame potassium, sucralose, erythritol, xylitol
  - Antibiotics in Chicken and other animal products
  - Antibiotics and hormones in beef and other animal products
  - Bleached flour
  - Emulsifiers, in particular carrageenan and carboxymethylcellulose (CMC)
  - Potassium Bromate
  - Ultra-processed seed oils, soy oil, and corn oil
  - Soy protein, (TVP), soy “fillers”, soy as an allergen
- 0 Trans fats as required by federal regulations

**Food production**

- 14 Onsite food production kitchens

**Delivery requirements**

<b>Product</b>	<b>Delivery Site</b>	<b>Frequency</b>
Milk	Schools	1-2 times per week
Fresh Produce	Schools	1-2 times per week
Dry Groceries	Schools	1 time per week
Frozen Food	Schools	1 time per week
Disposable Supplies	Schools	1 time per week or less

**Broker/Vendor Sales Call Policy**

- Samples accepted on initial sales call - Yes (if product has been discussed with Director)
- Appointment necessary - Yes
- Preferred day and time of sales calls: Monday through Friday, make appointment
- The following product documentation must be provided for each item:
  - Meal Pattern contribution - CN Label or manufacturer specifications
  - Smart Snack compliant Yes or No
  - Information for nutrient analysis
  - Ingredient list
  - Preparation instructions
  - Portion and Pack
  - AP and EP
  - Price per portion/serving
  - USDA processing option

## **Certification Regarding Lobbying**

***Applicable to grants, subgrants, cooperative agreements, and contracts exceeding \$100,000 in federal funds.***

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name of Organization (vendor/distributor): \_\_\_\_\_

Address of Organization (vendor/distributor): \_\_\_\_\_

Name and Title of Submitting Official: \_\_\_\_\_

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

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

### *Disclosure of Lobbying Activities*

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

<b>1. Type of Federal Action</b> <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	<b>2. Status of Federal Action</b> <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post Award	<b>3. Report Type</b> <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change <b>For Material Change Only:</b> Year:      Quarter: Date of Last Report:
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee  Tier, if known: Congressional District, if known:	<b>5. If Reporting Entity in Number 4 is Sub-awardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)</b>	<b>10b. Individual Performing Services: (including address if different from Number. 10a) (Last name, first name, MI)</b>	
<b>11. Amount of Payment:</b> (check all that apply) <input type="checkbox"/> Actual <input type="checkbox"/> Planned	<b>13. Type of Payment: (check all that apply)</b> <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: (specify)	
<b>12. Form of Payment:</b> (check all that apply) <input type="checkbox"/> A. Cash      Nature: <input type="checkbox"/> B. In-kind (specify)      Value:		
<b>14. Brief Description</b> of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Number 11. (Attach Continuation Sheets if necessary)		
<b>15. Continuation Sheets Attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the</b>	Signature: Print Name: Title: Telephone Number: Date:	

required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.	
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*Continuation Sheet SF-LLL-A*

Reporting entity:

Page \_\_\_\_\_ of \_\_\_\_\_

## *Instructions for Completion of SF-LLL, 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. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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 subaward recipient. Identify the tier of the sub-awardee; e.g., the first sub-awardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item four (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., 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 four (4) or five (5).
10. 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. 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 four (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.
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) contacted 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.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

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

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)**

- 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: \_\_\_\_\_

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

*Instructions for Certification of Debarment and Suspension Form*

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
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 on this form. 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. If 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 whom 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 being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form 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 form 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 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 eligibility 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 six 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.

*Instructions for Certification*

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form 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 with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 eligibility of its principals. Each participant may, but is not required to, check the non-procurement List.
8. 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 are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## **Clean Air and Water Certificate**

Contracts in excess of \$150,000 shall contain provision that require compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S. C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) Regulation (40 CFR §15), which prohibit the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the grantor agency and to the EPA Assistant Administrator for Enforcement (EN-329). The contract must recognize mandatory standards and policies relating to energy efficiency that are contained in the State Agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Both the school food authority (SFA) and enter vendor, distributor, or FSMC if FSMC contract respondent shall execute this certificate. \_\_\_\_\_

Name of vendor/distributor: \_\_\_\_\_

Name of SFA/Sponsor: Henry County School Nutrition Programs

### **THE VENDOR/DISTRIBUTOR AGREES AS FOLLOWS:**

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 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 their 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 IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:**

- A. The term "Air Act" means the Clean Air Act, as amended (42 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. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the 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 limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or 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, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the vendor/distributor.

Signature of vendor's/distributor's/FSMC's Authorized Representative

---

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

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

Marci B. Lexa, SNS

Signature of SFA's/Sponsor's Authorized Representative

Title: Director of School Nutrition Programs

Date: January 12, 2026

## 6.0 FOOD AND OTHER FOODSERVICE SUPPLIERS

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

## 7.0 RECEIVING / INSPECTION

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

# **FOOD DEFENSE / BIOSECURITY AGREEMENT FORM**

## **FOODSERVICE SUPPLIER**

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

**Henry County Public Schools**

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

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

Representative's Name (Print): \_\_\_\_\_

Representative's Title (Print): \_\_\_\_\_

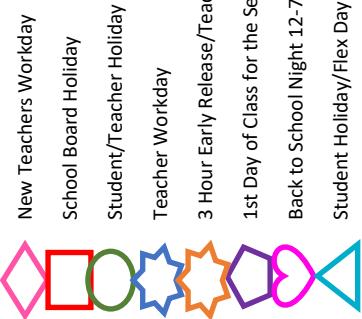
Representative's Signature: \_\_\_\_\_

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

## 2025-2026 School Year - Henry County Public Schools

July							August							September							October									
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa			
		1	2	3	4				1	2	3	4	5	6				1	2	3	4									
6	7	8	9	10	11	12	3	4	5	6	7	8	9	10	11	12	13	5	6	7	8	9	10	11						
13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18	19	20	12	13	14	15	16	17	18						
20	21	22	23	24	25	26	17	18	19	20	21	22	23	24	25	26	27	19	20	21	22	23	24	25						
27	28	29	30	31			24/31	25	26	27	28	29	30	28	29	30		26	27	28	29	30	31							
November							December							January							February									
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa			
								1	2	3	4	5	6				1	2	3	4										
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14			
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21			
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28			
23/30	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31										
March							April							May							June									
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa			
1	2	3	4	5	6	7				1	2	3	4								1	2	3	4	5	6				
8	9	10	11	12	13	14	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	21		
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27			
29	30	31					26	27	28	29	30			24/3	25	26	27	28	29	30	28	29	30							

### Key



### Inclement Weather Make Up Days

October 13

November 3, 4

March 5, 6

Teacher Workday

3 Hour Early Release/Teacher Workday

1st Day of Class for the Semester

Back to School Night 12-7 PM

Student Holiday/Flex Day

### Graduation

May 22nd - Magna Vista High School (7pm)

May 23rd - Bassett High School (9am)

Sheltered PD Days

January 6

March 5

April 8, 9, 10

May 21-22

The order of the inclement weather make up days will be determined at the discretion of the superintendent



Dates Available for Leave

October 13

January 5

March 5

