



Lunenburg County Public Schools
1009 Main St.
Kenbridge, VA 23944
Department of Maintenance and Operations

Request for Proposals (RFP) for CHILD NUTRITION CONSULTANT SERVICES

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INSTRUCTIONS TO VENDORS

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- II. SUBMITTAL**
- III. RECEIPT OF RESPONSES**

I. PREPARATION

1.1 If response forms are attached, they shall be used. Responses not so submitted on said forms or not fully completed with all information may be declared nonresponsive. All documents shall be signed in ink. Any corrections to entries made on forms shall be made in ink and initialed by the person signing the response. Bids containing any conditions, omissions, unexplained alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the Owner as being incomplete or nonresponsive.

1.2 General questions, requests for explanations, or interpretations of documents shall be made as directed. No oral explanation in regard to the meaning of drawings or specifications will be made and no oral instructions will be given before the award of the contract.

1.3 During preparation and prior to opening, each vendor shall not divulge, discuss or compare his response with others, and shall not collude with any other party to a response. A signed response shall be taken as an indication that the vendor fully understands the Commonwealth of Virginia's Conflict of Interest Act and the Commonwealth of Virginia's Ethics in Public Procurement Act and that his actions in no way violate any of the provisions therein.

1.4 Unless this solicitation contains a clear statement that only one certain brand, make or manufacturer is acceptable and a clear reason is stated why such is so, the name of a certain brand, make or manufacturer does not restrict vendors to that named. Such only conveys the general style, type, character, and quality of that desired. During evaluation of responses, it shall be the sole discretion of the soliciting organization to determine what is equal, considering quality, workmanship, economy of operation, and suitability for the purpose intended.

1.5 Prices shall be all inclusive for the scope of the solicitation. Where applicable, the following shall apply. All shipments shall be F.O.B. destination, freight included. Delivery shall be inside as directed at the address indicated. Required delivery times and terms of payment shall be clearly stated.

INSTRUCTIONS TO VENDORS – CONT.

II. SUBMISSION

- 2.1 Every bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law. If awarded the Contract, the bidder shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so, required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. Doing so shall be deemed a violation of Section 2.2-4311.2 and the bidder understands and agrees that the Owner may void the contract if the bidder fails to comply with this provision.
- 2.2 Bid withdrawals or modifications to responses already submitted will be allowed if such notice is given in writing and received at the designated location from bidders prior to the stated deadline. Such modifications shall not reveal to the total amount of either the original or modified submittal.
- 2.3 Responses may be withdrawn at any time prior to their being opened.
- 2.4 No liability shall accrue to the soliciting organization from the acceptance of any response. Financial obligations on behalf of the soliciting organization shall occur only through the award of a contract and/or purchase order in accordance with applicable law.
- 2.5 Pre-bid questions can be submitted no later than **Friday October 16th, 2026 at 4:30 PM** to the Facilities Director's email paul.caley@k12lcps.org.

III. RECEIPT OF BIDS

- 3.1 Bids will be received on or before **2:00PM on October 22nd, 2026 at the Lunenburg County Public Schools School Board Office, 1009 Main St., Kenbridge, VA 23944** and may be modified by subsequent Addenda. The School Board Office operating hours are M-F 8:00 AM until 4:30 PM. Bid envelopes shall be marked "**Child Nutrition Consultant Services**"
- 3.2 It is the responsibility of the bidder to assure that his bid and any bid modifications are delivered to the place designated for receipt of bids by the date and hour (deadline) set for receipt of bids. Therefore, it is the bidder's responsibility to take into account all factors which may impact on its bid deliverer/courier's ability to deliver the bid and to implement whatever actions are necessary to have the bid delivered to the proper bid receipt location prior to the bid receipt deadline. No bids or modifications submitted or offered after the deadline will be accepted or considered.

INSTRUCTIONS TO VENDORS – CONT.

3.3 The Facilities Director is the Owner's representative designated to receive bids at the time and place noted in the RFP and to open the bids received at the appointed time.

3.4 The official time used for the receipt of responses is determined by reference to the clock designated by the Procurement Officer. The Facilities Director shall determine when the Bid Receipt Deadline has arrived and shall announce that the Deadline has arrived and that no further bids or bid modifications will be accepted. All bids and bid modifications in the possession of the Facilities Director at the time the announcement is completed are deemed to be timely, whether or not the bid envelope has been physically date/time stamped or otherwise marked by **October 22nd, 2026 at 2:00 PM.**

Email: paul.caley@k12lcps.org

Phone: 434-676-2467 Ext. 2701

3.5 FAX OR EMAIL RESPONSES are not acceptable.

3.6 A non-mandatory pre-bid conference will be held at the Central High School cafeteria on **Thursday October 8th, 2026 at 2:00PM** so that vendors can survey the site and ask pertinent questions to the child nutrition supervisor.

INSURANCE COVERAGE AND LIMITS REQUIRED

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Contract, the following policies of insurance:

1. Workers' Compensation Insurance as required under Va. Code Title 65.2.
2. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the School Board of Lunenburg County Public Schools as an additional insured by policy endorsement.
3. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
4. Umbrella/Excess Liability Insurance at limits not less than two million dollars (\$2,000,000).

Contractor shall submit to the School Board of Lunenburg County Public Schools contract administrator certificates of insurance with endorsement to the policy attached, prior to beginning Work under this Contract and no later than ten (10) days after award of the Contract. All policies of insurance required herein shall be written by insurance companies licensed to

INSTRUCTIONS TO VENDORS – CONT.

conduct the business of insurance in Virginia, and acceptable to the School Board of Lunenburg County Public Schools, and shall carry the provision that the insurance will not be cancelled or materially modified by Contractor without thirty (30) days prior written notice to the School Board of Lunenburg County Public Schools.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE SCHOOL BOARD OF LUNENBURG COUNTY PUBLIC SCHOOLS SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE SCHOOL BOARD OF LUNENBURG COUNTY PUBLIC SCHOOLS SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

The certificates of insurance shall list the **School Board of Lunenburg County Public Schools**, 1009 Main Street, Kenbridge, Virginia 23944, as the additional insured for the specified project. The additional insured endorsement to the policy would be that language that is attached to the Contractor's liability policy that acknowledges **The School Board of Lunenburg County Public Schools** as an also insured on all policies that **The School Board of Lunenburg County Public Schools** requires to be endorsed. This shall be either a direct endorsement that actually names the School Board of Lunenburg County Public Schools or a blanket endorsement that the Contract states that **The School Board of Lunenburg County Schools** will be named as an also insured on the insurance policy.

Insurance shall be primary and the additional insured's primary coverage is non-contributory.

The establishment of minimum limits of insurance by the School Board does not reduce or limit the liability or responsibilities of the contractor.

The School Board of Lunenburg County Public Schools reserve(s) the right to negotiate with the lowest responsible bidder in the event that price exceeds available funds.

The School Board of Lunenburg County Public Schools reserve(s) the right to reject any and all responses, to make awards in whole or in part, and to waive any informalities in submittals.

Contact with The School Board of Lunenburg County Public Schools, Representatives, and/or Agents:

Direct contact with The School Board of Lunenburg County Public Schools' staff, representatives, and/or agents other than the designated representative on the subject of this RFP or any subject related to this RFB is expressly prohibited except with the prior knowledge and permission of the Facilities Director or designated representative.

SCOPE OF WORK

1. **Summary:** Lunenburg County Public Schools (“LCPS”) is soliciting proposals from qualified firms to provide professional child nutrition consulting services for Central High School, located at 131 K-V Road, Victoria, Virginia 23974. The purpose of this Request for Proposals (“RFP”) is to obtain the services of an experienced food service consultant to evaluate the current food service operation and provide recommendations and assistance designed to improve food quality, menu offerings, student participation, operational efficiency, costs, food safety, and the overall dining experience for students and staff. LCPS requires that the recommendations be crafted for a public school environment while maintaining compliance with applicable federal, state, and local requirements governing school nutrition programs. The selected consultant will work cooperatively with LCPS administration, the child nutrition supervisor, Central High School administration, cafeteria staff, and students, strictly as an adviser. Existing LCPS kitchen staff will remain for the duration of this contract. The consultant will not be responsible for replacing or supplementing any staff.
2. **Term of Service:** The contract will begin soon after the consultant is selected and continue through the academic school year, until June 30th, 2027. LCPS reserves the right to terminate the service with one month's notice for lack of performance.
3. **Consultant Qualifications:** Minimum of 10 years of experience in institutional, educational, or school food service consulting. Knowledge of USDA and Virginia school nutrition requirements. Minimum of 10 years of experience with menu development, operational analysis, food costs, food safety, and commercial/institutional kitchen equipment. Ability to work effectively with school administrators and food service employees while communicating clearly in writing and verbally. The consultant shall provide a single point of contact available for daily communication with all staff. Preference will be given to consultants with K-12 public school food service experience.
4. **Food Service Operational Assessment:** The consultant shall conduct an on-site assessment of the existing Central High School food service operation, including kitchen and serving operations, food preparation procedures, serving line layout, student flow at serving line, meal schedules, amount of staffing, workflow, equipment utilization, dry storage, freezer/cooler storage, inventory, purchasing, receiving, waste, sanitation, food safety, production records, and related operational documentation.
5. **Menu and Food Quality Review:** Review food quality, menu variety, student appeal and preferences, portioning, presentation, availability of fresh and locally available foods where practical, healthy choices, grab-and-go options, speed of service, menu rotation, and product specifications. Recommendations shall take into consideration applicable USDA school meal requirements and Virginia Department of Education requirements.
6. **Student Participation:** Increase student participation in school breakfast and lunch programs, by regularly accepting student preferences and comments regarding meal appearance, serving times, waiting times, menu choices, and dining environment. Provide student surveys, focus groups, and taste tests.

SCOPE OF WORK – CONT.

7. **Cost Analysis:** Review available food service financial and operational information, including food costs, labor costs, participation, inventory, waste, purchasing practices, and revenue opportunities. Provide recommendations to the Child Nutrition Supervisor intended to improve cost savings without sacrificing food quality, nutritional standards, or student satisfaction.
8. **Kitchen and Equipment Assessment:** Evaluate the condition, utilization, and adequacy of food service equipment and the general kitchen and serving layout. Identify repair/replacement needs, workflow improvements, serving line improvements, storage needs, and potential for increased equipment efficiencies. Recommend priorities for future capital improvements to the Facilities Director.
9. **Food Safety and Sanitation:** Review food handling, sanitation, storage, temperature-control, and related practices. Recommend appropriate safety procedures and training to the Child Nutrition Supervisor.
10. **Staff Training and Development:** Evaluate training needs and recommend or provide training in food preparation, customer service, presentation, portion control, food safety, production planning, waste reduction, and inventory management.
11. **Deliverables:** *Initial Assessment:* On-site review of Central High School's food service operation.
Findings and Recommendations Report: Written report within the first two weeks of start of consultation identifying findings, opportunities for improvement, recommended actions, priorities, and implementation considerations. Recommended actions shall be divided into four steps: Immediate actions, 3-6 month actions, 6-12 month actions, and longer-term improvements or capital needs. *Presentation of Findings:* A presentation shall be made to the child nutrition supervisor, school level administration, and facilities director both after the first month of consultation and at the end of the contract period.

STATE LAW ADDENDUM

1. **NONDISCRIMINATION.** Contractor agrees that during the performance of the Agreement:

A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

B. It will state that it is an equal opportunity employer in all solicitations or advertisements for employees placed by it or on its behalf. Notices, solicitations, and advertisements placed in accordance with federal law, rule, or regulations shall be deemed sufficient for the purposes of meeting the requirements of this section.

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

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with the Agreement.

3. **RELIGIOUS ORGANIZATIONS.** The School Board does not discriminate against faith-based organizations.
4. **AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA.** Contractor warrants that it is, and for the duration of the Agreement shall remain, authorized to transact business in the Commonwealth of Virginia and has an identification number issued to it by the Virginia State Corporation Commission.
5. **IMMIGRATION LAW.** Contractor represents and warrants that it does not, and shall not during the performance of the Agreement, knowingly employed an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
6. **CERTIFICATION REGARDING FELONS AND SEX OFFENDERS.** By entering into this Addendum, Contractor certifies, as required by Section 22.1-296.1 of the Code of Virginia, that

STATE LAW ADDENDUM

none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical, or sexual abuse or rape of a child. Contractor shall promptly report to the School Board any change that would make this certification no longer accurate.

Contractor further understands and acknowledges (1) that if Contractor makes a materially false statement regarding any of the above offenses, Contractor will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, Contractor must complete a new certification regarding such person.

Contractor shall require its employees, contractors, or subcontractors who will have direct contact with students to execute the certification attached hereto as EXHIBIT A and submit the certification before performance any services under the Agreement.

7. NONAPPROPRIATIONS. The Agreement shall be null, void, and unenforceable if the School Board fails to receive, or to continue to receive, funds which, in its sole opinion, are sufficient to meet its obligations hereunder.
9. PROMPT PAYMENT REQUIREMENTS FOR SUBCONTRACTORS. If subcontractors are used in the performance of the Agreement:

Contractor shall take one of the two following actions within seven days after receipt of amounts paid to it for work performed by a subcontractor:

- a. Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor; or
- b. Notify the School Board and subcontractor, in writing, of Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Contractor shall provide the School Board with its federal employer identification number prior to receiving any payments hereunder.

Contractor shall pay interest to the subcontractor on all amounts owed by it that remain unpaid after seven days following receipt by it of payment from the School Board for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subparagraph b above.

Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month for amounts owed to a subcontractor.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

STATE LAW ADDENDUM

Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this paragraph shall not be construed to be an obligation of the School Board. The contract shall not be modified for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

10. **INDEMNIFICATION AND ARBITRATION.** Recognizing that the School Board cannot lawfully enter into an indemnification or hold harmless provision or agreement to arbitrate, any provision purporting to require the School Board to indemnify or hold harmless Contractor for any act of omission or to enter into binding arbitration shall not have any effect or be enforceable against the School Board.
11. **TAXES.** The School Board is exempt from federal excise tax and from all state and local taxes. Notwithstanding anything in the Agreement to the contrary, Contractor shall not include such taxes in any invoices under the Agreement. Upon request, the School Board will furnish Contractor with tax exemption certificates or the School Board's tax-exempt number.
12. **CHOICE OF LAW AND VENUE.** This Addendum and the Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to the principals of conflicts of laws. Any legal action arising under the Agreement shall be brought in the general district court or the circuit court located in Lunenburg, Virginia.

In the event of conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall be controlling.

EXHIBIT A

CERTIFICATION OF CONTRACTOR

Full Name of Contractor: _____

Name of Company (if applicable): _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies as follows:

(i) that I have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, and

(ii) that none of my employees working in the presence of students during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, and

(iii) that I have ☐ have not ☐ been convicted of a crime of moral turpitude, and

(iv) that my employees working in the presence of students during regular school hours or during school-sponsored activities

have ☐ have not ☐ been convicted of a crime of moral turpitude.

I further understand that if I make a materially false statement regarding any of the above offenses, I will be a guilty of a Class I misdemeanor.

If you checked the box indicating that you or an employee have been convicted of a crime of moral turpitude, list the nature of the crime and the date and court conviction below:

Nature of Crime Date Court of Conviction

Date: _____

Signature of Contractor

BID FORM

This Bid Form is for the **Child Nutrition Consultant Services** for Lunenburg County Public Schools, Kenbridge, VA

Each bidder shall submit their bid on this form. Submit two (2) copies of this form completed and with original signatures.

To: **Paul Caley**
Director of Facilities
Lunenburg County Public Schools
1009 Main Street Kenbridge, VA 23944

From: _____
(Name)

(Address)

Having carefully examined the bid documents including the Invitation to Bid, Instructions to Vendors, Specifications, and Terms of Agreement, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, supervision, materials, equipment, and services necessary to perform all the work in accordance with the bid documents for the following lump sum amount. The Owner will consider any request made by the Contractor to extend the Contractor's time for milestones of the work and may grant reasonable time extensions when delays in the Contractor's work performance are directly caused by supply chain delays, if the Contractor has provided the Owner with (i) reasonable notice in advance that its work is being impacted by supply chain delays; (ii) adequate verification to support the Contractor's claim; and (iii) written certification that any delay in its performance of this Contract is beyond the Contractor's control and not the result of actions or any failure to act by the Contractor.

BASE BID

The Lump Sum Base Bid price for the Base Service work in this package, including any allowances and unit prices, completed within the time limits and in accordance with the contract documents is:

_____ **Dollars Per Month**
(Words)

(\$/Month _____ **)**
(Figures)

BID FORM

BID FORM SIGNATURE(S):

The Undersigned declares that this firm is (check one):

- ☐ A Corporation organized and existing under the laws of _____.
- ☐ A Partnership consisting of _____.
- ☐ A sole Proprietorship.
- ☐ Other _____.

Virginia State Corporation Commission ID # _____

It is agreed, that the Undersigned has complied with and/or will comply with all requirements concerning licensing and with all other Local, State, and National laws and that no legal requirement has been, or will be, violated in making or accepting this proposal, in awarding the contract to him, and/or in the prosecution of the work required therein. The Undersigned declares that the person, or persons, signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind their firm listed to all the conditions and provisions thereof. It is agreed that no person, persons, or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal of the Contract that may be entered into as a result thereof and that in all respects the proposal is legal, fair, and submitted in good faith without collusion or fraud.

Respectfully submitted this _____ day of _____, 2026.

_____ (Name of Firm)

_____ (Address)

Affix Seal

Telephone (____) _____ Fax (____) _____

Email address _____

Registered Virginia Contractor #: _____ (Please attach a copy of the registration)

By: _____ (Signature)

Name: _____ (Printed)

Title: _____ (Printed)

Affix Seal