



## **Guidelines for Selling Local Products to Fayetteville Public Schools (FPS) – Meat and Poultry**

### **Background:**

Farm to School is broadly defined as a program that connects schools (K-12) and local farms with the objectives of serving healthy meals in school cafeterias, improving student nutrition, providing agriculture, health and nutrition education opportunities, and supporting local and regional producers. Farm to School programs are a fun way for students to try new foods, learn about where their food comes from, and feel connected to their food system.

Research shows that children eat more fruits and vegetables, both in and out of school, when they participate in an extensive Farm to School program (1). Higher fruit and vegetable consumption is associated with lower body weight and better overall health (2). With childhood obesity rates on the rise in Arkansas and nationally, Farm to School programs can be important and effective prevention strategies.

Farm to School programs support local agriculture and include communities in a national agricultural movement focused on healthy and sustainable food systems, local economies, and students (3). These programs create greater market diversity, provide a consistent income source, and present additional farm promotion and marketing opportunities for local producers.

FPS started its Farm to School efforts in 2005 by purchasing Farmer's Market produce in small quantities for school cafeteria menus. Since then the district's local procurement has expanded to include local products for the district's summer lunch program, school year lunch program, Farm to School educational lunches, and taste tests. The FPS Seed to Student program, previously called FPS Farm to School program, encompasses Farm to School procurement and programming as well as school gardens, garden clubs, and garden based education in the classroom.

### **Purpose of the Guidelines:**

This document was created to ensure FPS local procurement processes are efficient, replicable and sustainable; it is not a legally binding contract. Below are good practices to help guide safe, cost effective, and nutritionally balanced meals; facilitate a consistent market and increase economical sustainability for local producers; and ensure Farm to School efforts are supported by the district in the future.

1. Balkus, O. "Farm To School In Mississippi: A Step-By-Step Guide To Purchasing Mississippi Products". Harvard Food Law and Policy Clinic, Mississippi Delta Project (2012).
2. Epstein, L. "Increasing Fruit and Vegetable Intake and Decreasing Fat and Sugar Intake in Families at Risk for Childhood Obesity". *Obesity Research* 9.3 (2001): 171–178. Web. 28 Nov. 2012.
3. [www.coloradofarmtoschool.org](http://www.coloradofarmtoschool.org). Web. 28 Nov. 2012.

### **Documentation:**

Producers will:

- Provide FPS with a completed W-9 form.
- Provide FPS with a copy of their product liability insurance. Fayetteville Public Schools requires at minimum a \$1,000,000 policy.
- Product packaging labels should meet the requirements for slaughter, processing and inspection outlined in the Deliveries and Food Safety sections of this document.
- Agree to a farm visit by appropriate FPS staff to complete the FPS Seed to Student Farm Checklist for meat and poultry producers.
- Submit a completed bid packet for evaluation.
- Read, agree to, and sign the guidelines.

Documentation will be reviewed annually, and updated as necessary. A copy of documentation will be kept on file in the FPS Child Nutrition Department.

### **Bidding Process:**

The purpose of the bidding process is to ensure: fair competition among growers; federal and state regulations are met; products are cost-effective; and the district can forecast product availability, and therefore, consistently purchase large amounts of local product for seasonal menus. Detailed information on informal and formal bidding processes can be found in the official bid packets.

### **Orders:**

- The Child Nutrition Director (CND) is the primary contact for ordering, unless otherwise specified.
- Orders will be made based on products and prices outlined in the bidding process. One producer will be designated as the primary seller for each product. Other sellers may be assigned to a product during the bidding process to help meet the needed quantity.
- Product prices will remain the same during the bid term.
- Orders will be made to producers as needed by phone or email. The producer and CND will decide together how far in advance orders need to be made.
- Once an order is confirmed, the allotted product must be sold to the school and not to other markets. Failing to do so may result in losing the opportunity to sell to FPS.

### **Deliveries:**

*Delivery days, time: Mondays, 6:30AM-8:30AM, unless otherwise approved*

*Delivery location: FPS District Warehouse: 2233 W. Stone, Fayetteville, AR 72701*

- Product will be delivered to the FPS District Warehouse and received by the warehouse staff in the designated delivery receiving area, unless other provisions are made.
- Orders delivered outside the delivery day or timeframe will be refused, if not prearranged with the district warehouse manager and/or CND.

- Producers will be expected to follow product specification and best handling practices. These can be provided by FPS as needed.
- If an order cannot be met due to uncontrollable circumstances, producers should contact the CND to ensure the school's food services department can accommodate the discrepancy in product and make other arrangements. Failing to provide advance notice may result in losing the opportunity to sell to FPS.
- If a producer is unable to supply the products ordered, substitutions will not be permissible.
- Products must be delivered frozen.
- Deliveries must be accurate as product will not purchase in excess of what was ordered.
- All meat or poultry products must bear an approved label. This label must have:
  - Farm Name
  - True name of the product
  - Product ingredients, if applicable
  - Name and address of the processor or distributor
  - Net weight of the product
  - The inspection legend (except exempt poultry products)
  - One of the following statements or a similar perishable warning statement: "Keep Refrigerated," "Perishable," "Keep Under Refrigeration," or "Keep Frozen" if the product is perishable
  - Safe Handling Labels for raw products
- Producers must provide an invoice for each delivery made to the district. FPS will provide a template invoice to use if needed. The invoice should include the following information:
  - Farm name
  - Farm's billing address
  - Farm's contact person and phone number
  - Producer's signature
  - Date delivered
  - Bill to information, including Fayetteville Public Schools, c/o Ally Mrachek and (479) 435- 1399
  - Deliver to information, including the FPS District Warehouse's address
  - Product name
  - Accurate product weight in pounds
  - Current price/lb
  - Total amount to be paid
- The warehouse staff will sign the invoice to confirm the delivery was received.

**Payment:**

- Payments for deliveries in one month will be made by the end of the following month.

**Food Safety:**

- FPS will complete a survey of the farm using the *FPS Seed to Student Farm Checklist-Meat and Poultry* form at the beginning of the purchasing relationship. FPS reserves the right to make follow-up farm visits if a food safety concern arises. The producer should also complete, sign and submit a *Farm Checklist* with the bid packet, unless FPS has already completed your farm visit.
- If an issue is found during the farm checklist visit, the Addressing Concerns procedure will be followed and product orders will not be made until the issue is resolved.

- Products purchased by FPS from the producer must be raised on the producer's own farm.
- Products must be slaughtered, processed and inspected in a USDA inspected facility if sold to the food service department. There is one exemption.
  - Poultry products slaughtered and processed under the federal 20,000 bird poultry exemption may be purchased by schools and other outlets (Note: These birds must be slaughtered and processed in state inspected facilities). Product labeling must follow the criteria outlined in the Deliveries section of this document.
- Poultry and meat processed in a custom exempt plant may not be purchased by schools and other outlets. In this case the poultry/meat is designated for use by the owner of the live animal and is clearly labeled "Not for Sale".
- Warehouse staff will inspect all products upon arrival at the warehouse.
- FPS reserves the right to refuse deliveries and remove items from invoice if the following occur:
  - Product is received outside of the safe temperature range (i.e. not fully frozen).
  - Packaging is encrusted with freezer burn, dirt or debris.
  - Packaging has holes or is damaged in a way that potentially exposes product to contamination.
  - Product package is not labeled properly according to the criteria above.

Failing to provide consistent, quality product may result in losing the opportunity to sell to FPS.

- The producer shall accept liabilities for damages resulting from serving products which contain foreign matter or which contain any other bacterial or chemical contaminant. Damaged or otherwise substandard product delivered to the district will be the liability of the vendor. FPS shall accept liability of any product which is ordered and received in an acceptable manner within an appropriate time frame.
- The FPS Child Nutrition Department agrees to follow HACCP food safety measures when handling local food products during all stages of receiving, storing, processing, preparing and serving.
- During the bid term, the FPS Child Nutrition Department will monitor and keep records on vendor service, product quality, price, and compliance with the bid to ensure we maintain purchasing relationships with the most responsible growers.

#### **Farm/ Program Promotion:**

- FPS will make every effort to ensure students and staff is aware of which foods are local and what farm produced them.
- Producers will permit FPS sustainability staff to take photos and collect the farm's story to share with students, school staff and the greater community.
- Promotion may include, but is not limited to, posters and other signage with farm name and information, photographs, table tents, farm name on menus, and producer visits during business hours.
- In applicable situations, the farm may publicly endorse their relationship with FPS.

**Addressing Concerns:**

- If dissatisfaction and/or disagreement arise due to guideline terms being compromised in any way by either party, the following steps will be taken to remedy the situation.
  - Step 1. Party A communicates the issue or concern with Party B verbally or in writing, referencing the part of the guidelines in question. Party B takes steps to repair the breach of guidelines as promptly as possible and communicates it to Party A. Party B has 10 business days to return to compliance with the guidelines.
  - Step 2. If issues persist, an intentional dialogue with a mediator, decided on by both parties, must take place between Party A and Party B. The goal of this dialogue is to foster compliance with the existing terms of the guidelines or identify a realistic solution that is sustainable for both parties.
  - Step 3. If an agreement cannot be reached, the business relationship can be ended by either party with written explanation after the last confirmed delivery is made and payment is received.

**\*\*\*Please submit a signed copy of this document and a completed and signed *Farm Checklist* (unless already completed), The Bidders Assurance Form, and Debarment Certificate Form with your bid packet submission.**

*I have read, understand, and agree to these guidelines outlined above.*

Producer Name: \_\_\_\_\_

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

Make Checks Payable to: \_\_\_\_\_

FPS Child Nutrition Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FPS Contact Information:**

***Child Nutrition Director***

-Ally Mrachek, allyson.mrachek@fayar.net, (479) 445-1526

***District Warehouse Manager***

-Doc Hayes, [jr.hayes@fayar.net](mailto:jr.hayes@fayar.net), cell: (479) 305-0110; office: (479) 444-3092