



# Fayetteville Public Schools'

## Seed to Student Program

Formal Bidding Packet – annual crops, meat, other products

*Bid term: January 2018-December 2018*

### **Purpose:**

The purpose of this document is to outline the formal bidding process for foods defined as locally grown for use in Fayetteville Public Schools' (FPS) food services department and the Seed to Student program (S2S). Using a formal bidding process is required when making local food purchases that exceed the Arkansas state small purchasing threshold of \$20,000 to a single grower per bid term. All bidders will submit a written, sealed bid to be evaluated by the Child Nutrition Department. The bid process ensures: fair competition among growers; purchasing of goods is free of conflict of interest; compliance with federal and state regulations, including the Buy American standard; products are cost-effective; and the district can forecast product availability, and therefore, consistently purchase large amounts of local product for seasonal menus.

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. It is our hope that a robust Seed to Student program will increase students' fruit and vegetable intake, improve student nutrition, and reduce childhood hunger and obesity. We seek to accomplish the following by offering students more fresh and minimally processed foods and purchasing as many of those products locally as possible.

We are primarily interested in purchasing local products for our school meal programs, preservation and special events. The products listed in this document will be offered to over 9,700 students in the district on a schedule that currently operates 5 days a week during the academic year. Additionally, we plan to purchase local products for the summer lunch and preservation programs. The summer lunch program offers meals to approximately 500 children 5 days a week during the school summer break. During the summer and fall we plan to purchase bulk amounts of specific second grade products for our preservation program to increase the amount and variety of local product offered during the winter months when availability is limited.

### **Bid Evaluation, Review and Award Criteria:**

The FPS formal bid process for annual crops, meats and other products happens once a year. Be sure to include complete information for all products you wish to sell to FPS for a one year bid term, from January 1<sup>st</sup>, 2018-December 31<sup>st</sup>, 2018, including information for products you wish to sell to the summer 2018 meal program and preservation projects. Growers who would also like to sell tree fruit products to FPS will complete a separate bid process for those items in April 2018 for purchasing between June 1<sup>st</sup>, 2018-May 31<sup>st</sup> 2019.

This is not a single lot award but a line-by-line award opportunity; we are asking that producers provide information for the items they are interested in growing for the district within the table below. Producers do not need to bid on every product to be considered for the bid. Primary and secondary growers will be assigned for each product. The school district retains the right to award multiple bids to multiple producers. In some instances, multiple growers may be

awarded a portion of the product bid to better meet the district's needs. Fayetteville Public Schools reserves the right to accept or reject any or all bids in the interest of the Board of Education for the school district. The bid will be awarded after review and approval by the School Food Authority. Only the information in this document, the food safety checklist, and FPS Seed to Student Guidelines will be used to fairly evaluate and award bids. Be sure to complete and submit all three documents (food safety checklist and Guidelines may have already been submitted. The signature page of the Guidelines may need to be submitted if FPS makes changes to the Guidelines document. No need to resubmit the food safety checklist). Bids will be awarded to producers who are responsive, responsible, and can provide the products sought in this solicitation at the lowest price, per federal regulation. Geographic preference will be applied during the evaluation process to give an advantage to local producers. The school district reserves the right to use other producers if better pricing is available and does not guarantee any specific ordering volumes. No exchange of information will occur regarding status of any bid before all bids are awarded. During the bid term, FPS will monitor and keep documentation on producer service, product quality, price, and compliance with the FPS Seed to Student Guidelines to ensure we continue to work with the most responsive and responsible producers. Records will be maintained for five years from final payment of contract and/or renewal; all base solicitations will be maintained for five years after the final payment on the contract.

**Definition of Local and Geographic Preference:**

FPS desires to serve fresh, locally grown products to its students. To this end, the Child Nutrition Department is seeking to develop a list of vendors that meet all procurement requirements from which quotes may be requested or supplied through weekly procurement or on an "as needed" basis. Under federal law, this district, as the purchasing institution, has the authority to apply a "local" geographic preference to minimally processed foods and to determine what is "local" for the purposes of United States Department of Agriculture (USDA) programs such as the National School Lunch Program, the School Breakfast Program, the Fresh Fruits and Vegetable Program, the Special Milk Program, the Child and Adult Care Food Program, the Summer Food Service Program, and the Department of Defense Fresh Program. FPS defines locally grown products as those that are minimally processed (as defined by the USDA rule 7 CFR 210.21; 220.16; 215.14a; 225.17; and 226.22) AND grown or packaged:

- 1) within Arkansas state lines (tier 1)
- 2) out-of-state but within 100 miles of the FPS district warehouse (tier 2)

These products are eligible for geographic preference points for the purposes of formal bidding. As allowed under federal law, FPS will provide a price percentage preference during evaluation of quotes to "locally grown products" purchased for school food procurement as defined under this geographic preference. The price percentage is as follows:

- 1) 10% weighted preference for locally grown products grown or packaged within state lines
- 2) 6% weighted preference for locally grown products grown or packaged out-of-state and within 100 miles of the FPS district warehouse

The weighted price percentage preference means that for the purposes of comparison, prices for product grown within Arkansas state lines will be adjusted to a price 10% lower than the price quoted for the product by the producer or 6%

for product grown out-of-state but within 100 miles of the district warehouse. The price percentage preference affects the quoted price only for awarding of the bid, not the actual price paid to the producer.

**Producer qualifications:**

Producers will be good candidates for our program and the bidding process if they meet the following requirements:

- 1) History of providing quality customer service/ product to FPS or can provide references, upon request
- 2) Communicate in a timely manner via phone and email
- 3) Can provide product to meet all or the majority of FPS needs for that product for several weeks during a season
- 4) Provide product that meets the product specifications outlined in Local Product List below
- 5) Comply with the requirements outlined in the FPS Seed to Student Guidelines
- 6) Can deliver product within 24 to 48 hours of harvest, unless the product can be cold stored for longer periods of time or delivered frozen
- 7) **Abide by, sign, and submit a Bidder Assurance and Disclosure AND Debarment Certification Statement forms provided to you by our department**

**Pricing:**

Past local product pricing can be provided upon request to determine if our local procurement program is a good fit for your business. Prices are subject to change based on future bidding processes. The price list is for comparison purposes only and does not guarantee any product's price or bid award. Prices set during the bid award will be fixed for the duration for the bid term. Products will be purchased based on actual delivered amounts, not orders placed. Producer will adjust the invoice of provide a credit for substandard product.

**Corrections:**

All information in the bid packet must be written in ink or typed, do not use pencil. Errors may be crossed out and corrections printed in ink next to the error. Corrections should be initialed by the person making the correction.

**Cancellation:**

Either party may cancel this agreement (withdraw from bidding process) with a written notice of 7 days. FPS reserves the right to cancel this agreement without notice if any of the following applies:

1. Producer is found in violation of the law
2. Producer is found to be in violation of Department of Health standards

**Buy American Clause:**

The "Buy American" Clause states that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Successful vendor must be in compliance with the "Buy American" act in supplying domestic product.

**Historically Underutilized Businesses (Hub) Statement:**

Fayetteville Public Schools will make a good faith effort to include good and services from minority businesses (at least 51% owned by minorities such as Black, Hispanic, Asian-American, American Indian, Female or a Socially and Economically Disadvantaged person, Disabled-Owned or a Disabled Business Enterprise) in its procurement and purchasing programs. Responsible vendors who wish to sell to the district will also make this effort.

**Code of Conduct:**

Ethical conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by the CN Program Funds. Included in this bid packet is the Fayetteville Public Schools' Code of Conduct policy. Vendors are expected to practice ethics in their business dealings at all times.

**Hold Harmless Clause:**

The bidder/manufacture shall hold harmless and indemnify the school district from every claim, demand, suit and award which may be made by reason of:

- Any injury to person or property sustained by the supplier or by any person, manufacturer or corporation employed directly or indirectly by him/her upon, or in connection with, his/her performance under the contract, however caused;
- Any injury to person or property sustained by any person, manufacturer, or corporation caused by any act, neglect, default, or omission of the supplier or any person, manufacturer or corporation directly or indirectly employed by him/her upon, or in connection with, his/her performance under the contract;
- Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted composition, secret process, or patented or unpatented invention in the performance of the services called for under the contract;
- The bidder/manufacture, at his/her own expense and risk, shall defend any legal proceeding that may be brought against the district any such claim/ demand, and satisfy any judgment rendered against any of them.

The successful Vendor, on acceptance of this contract agrees during the term of this contract to indemnify, hold harmless and defend the School Board of Fayetteville Public Schools and its employees from any and all costs and expenses, except those derived through the negligence of school district personnel, including but not limited to, attorney's fees, discovery costs, court costs and all other sums related to every claim, demand or assertion of liability or action founded, arising from foreign or extraneous matter or any other bacterial or chemical contaminant found within products, negligence in handling or from services provided by the vendor, his agents, employees or equipment, whether such claims be for damages, injury to person or property, (including the School Board's property) or death. Vendor shall possess appropriate liability insurance.

**Additional considerations:**

Please describe below your organization’s capacity to trace product from farm to institution.

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When feasible, FPS desires to purchase products grown using sustainable agricultural practices. Please describe any sustainable production methods used when growing the products on which you are bidding. Up to a 2% percentage preference may be applied for sustainable growing methods; however, these growing methods are not a requirement for being awarded the bid.

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Experiential learning is a critical part of the FPS S2S program; please describe your willingness and availability to be present at educational Seed to Student programming opportunities in the space provided below. Please describe any experiential educational opportunities that you might be able to provide FPS students, if any. For example, do you host farm tours or do you visit school classrooms and talk about farming and agriculture with students? If a tie in pricing occurs, producers who demonstrate the greatest educational benefit to FPS students will be awarded the bid.

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**Notification Criteria:**

All producers will receive a notification letter via email informing them of FPS’ award decisions. This letter will contain a list of all products and the name of the growers awarded the bid for each product. Primary and secondary growers will be assigned for each product. In some instances, multiple growers may be awarded a portion of the product bid to better meet the district’s needs. A general outline of the ordering and delivery process and duration of the awarded bid will be included in the letter. FPS reserves the right to accept or reject any or all bids and to amend the award schedule as deemed necessary.

***Bid submissions are due by Thursday, December 14<sup>th</sup>, 2017 at 4:00pm CST***

***Bids will be opened Friday, December 15<sup>th</sup>, 2017 at 11:00am CST. (Bids will be opened but not evaluated)***

***Bids will be evaluated and awarded by Wednesday, December 20<sup>th</sup>, 2017 at 5:00pm CST***

Your signature below indicates agreement to general terms and evaluation criteria. Please return the sealed and completed and signed bid packet, updated Seed to Student Guidelines, the food safety checklist (if you don’t already have one on file with us) and **NOTARIZED Bidder Assurance and Discloser AND Debarment Certification Statement forms** to Ally Mrachek, Child Nutrition Director, via email at [allyson.mrachek@fayar.net](mailto:allyson.mrachek@fayar.net) or via mail at FPS Child Nutrition Dept., P.O. Box 849, Fayetteville, AR 72702 or in person at 2233 W. Stone St., Fayetteville, AR 72701 (District Warehouse). Sealed bids will be opened at this location. For questions, please contact Ally Mrachek via the email provided above or call (479) 445-1526.

**Protest Procedures:**

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Dr. John L Colbert, Associate Superintendent of Support Services, 1000 W. Bulldog Blvd, Fayetteville, AR 72701, no later than five (5) calendar days from the date of the bid award.

**Non-Discrimination Clause/ Civil Rights Statement:**

“The U.S Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. To file a complaint of discrimination, write USDA, Director, Office of Civil Right, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202)720-5964 (voice and TDD). USCA is an equal opportunity provider and employer.

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

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

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

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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

### Local Product List (January 2018-December 2018, including summer 2018)

**Note:** (\*) indicates that the section must be completed by producer. All products will be purchased by the pound. (~) denotes that limited usage information is available and FPS is interested in purchasing more of this product. (+)Quantities indicated are for evaluation purposes only and are based upon historic consumption. Quantities may not predict future sales and do not indicate a minimum or maximum purchase quantity. Academic year programs run from mid-August-end of May, summer programs run June & July, and preservation runs from July-Oct.

**The following table has been filled out by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Product	Product Specifications	*\$/#	+ usage/wk(#)	*Projected supply/wk (#)	*Min. order/wk (#)	*Months & # of wks available	*Freshness
			Academic yr : summer	Academic yr : summer		(ex: Jan-Feb/ 4wks)	(delivered w/in X days of harvest)
Beets, w/o tops	Various colors; no beets shall be smaller than 1.5" in diameter; well-trimmed of yellow leaves and rootlets; firm, fairly smooth, fairly well-shaped; fairly clean; free from cuts, freezing, growth cracks, disease; free from foreign material, decay, damage, injury		25 : 3				
Beans, green	Well-formed; turgid; straight pods; bright color; tender but firm; full bean cavity; stem-end intact; reasonable shape and size; free from foreign material, decay, damage, injury		120 : 10				
Bok Choy	Thick, fleshy, firm, white stalks and glossy, dark-green leaves; free from bruising or slimy spots and wilted or yellow leaves; washed with sanitized water; free from foreign material, decay, damage and injury		100 : 5				
Broccoli	Firm, compact heads/ crowns with closed beads; side shoots/ florets okay; central head dark or bright green; field packed or washed with sanitized water; packed loose; trimmed stems and side leaves; no bitterness; free from foreign material, decay, damage, injury		100 : 5				
Cantaloupe	Mature; good internal quality; not overripe or soft; fairly well formed; free from dirt, decay, damage and injury; dry brushing/ field packed or washed with sanitized water		500 : 30				
Carrots, w/o tops	Various colors; well-colored; partially mature; ½-¾ in at shoulder; firm; straight from shoulder to tip; smooth with little residual "hairiness"; sweet with no bitter or harsh taste, no signs of cracking or sprouting; clean; free from foreign material, decay, damage and injury		80 : 5				
Cucumbers	Firm, glossy, crisp, and dark green; free from decay, damage and injury; fairly well formed; not overgrown; 1-2.5in diameter; wash/brushed with sanitized water		100 : 10				

Product	Product Specifications	*\$/#	+ usage/wk(#) Academic yr : summer	*Projected supply/wk (#) Academic yr : summer	*Min. order/wk (#)	*Months & # of wks available (ex: Jan-Feb/ 4wks)	*Freshness (delivered w/in X days of harvest)
Eggplant	Dark purple skin; uniformly egg or globular shaped, fresh green calyx, firm flesh; field packed okay; clean; free from decay, damage, injury foreign materials		20: 0				
Eggplant	<b>FOR PRESERVATION:</b> 2 <sup>nd</sup> grade or above. Firm, free from decay and damage caused by freezing, disease, insects, or mechanical means.		600 total				
Grapes	Mature; appear and feel turgid; dry stem scar; fairly well colored; rachis are green; berries firmly attached; fairly compact bunches; free of dirt, decay, damage or injury		50 : 10				
Hearty Greens, Kale	All types and varieties; bunches or loose packed; fresh; fairly tender; washed/ cleaned with sanitized water; well-trimmed; characteristic color/ no discoloration; free of dirt, decay, damage and injury		150 : 5				
Hearty Greens, Collards	All types and varieties; bunches or loose packed; fresh; fairly tender; washed/ cleaned with sanitized water; well-trimmed; characteristic color/ no discoloration; free of dirt, decay, damage and injury		175 : 5				
Lettuce	Head or leaf okay; solid; clean/ washed with sanitized water, free from browning, crisp and turgid; bright green or characteristic color; well-trimmed (head); free of dirt, decay, damage and injury; not bitter		100 : 20				
Okra	Bright green, flexible, 2-6"long; turgid; tender; no seeds visible; ridges free from blackening and bruising; not fibrous; not badly misshapen; free from foreign material, decay, damage and injury; do not wash		200 : 10				
Onions, red	Mature bulbs; cured; good firmness and compactness of fleshy scales; fairly well shaped; size, shape and color typical for variety; no bottleneck, greening of fleshy scales or sprouting; free of dirt, decay, damage and injury		30: 5				
Onions, yellow	Mature bulbs; cured; good firmness and compactness of fleshy scales; fairly well shaped; size, shape and color typical for variety; no bottleneck, greening of fleshy scales or sprouting; free of dirt, decay, damage and injury		30:5				
Peppers, sweet	All varieties (including banana) and colors, red and green preferred; fairly uniformed shape, size and color for variety; firm flesh, relatively thick; sweet flavor; no shrivel or dull-color or pitting; brush washed with sanitized water; 3+in diameter preferred; free of dirt, decay, damage and injury.		70 : 5				



Product	Product Specifications	*\$/#	+ usage/wk(#) Academic yr : summer	*Projected supply/wk (#) Academic yr : summer	*Min. order/wk (#)	*Months & # of wks available (ex: Jan-Feb/ 4wks)	*Freshness (delivered w/in X days of harvest)
Peppers, sweet	FOR PRESERVATION; 2nd grade or above, not decaying, wrinkled or soft; free of all dirt and most damage and injury		200 to 1000 total				
Potatoes, baking	Turgid; fairly well shaped; brightly colored; 120 ct cases or approx. 6 oz each; hand wash or brush wash with sanitized water; free of dirt, decay, damage and injury		300 : 0				
Radishes w/o tops	Bright red skin color and white on inside; mostly medium, regular or jumbo size; fresh; smooth; tender but firm; crisp; not stringy, woody, soft or wilted; free from foreign material; decay, damage, injury; pressure washed		25:5				
Spinach	Leaves similar to varietal characteristics; fresh, fairly tender, well-trimmed, bright or dark green; bunch or loose leaf, dry; wash and cool with sanitized water; free of dirt, decay, damage and injury		50 : 5				
Strawberries	Variety with longer shelf life; firm; fairly uniform red color and shape; mature but not overripe nor underdeveloped; cap attached; field packed, dry; 3/4in-5/8in diameter; free of dirt, decay, damage, injury		550 : 40				
Sweet potatoes	Various colors, preferably cream to orange color; sweet; firm; smooth; fairly clean; fairly well-shaped; free from foreign material, decay, damage, injury, internal breakdown; secondary rootlets or sprouts; cured after harvest; dry brush or hand-wash to clean		500: 10				
Squash, Winter	All varieties, fully mature; fairly well formed; hard rinds, except for some hard varieties; solid external color typical of variety; flesh is bright yellow/ orange with fine moist texture and high sugars, solids and starch; slight stem attached; cured or uncured; deliver just washed with sanitized water, dry; free of dirt, decay, damage and injury		500 : 10				
Squash, Summer, Yellow and Zucchini	Firm on outside; tender on inside; shiny; green types should be entirely green; stems or portion of stem attached; fairly well formed; wipe clean only; free of dirt, decay, damage and injury		30 : 5				
Squash, Summer, Yellow and Zucchini	<b>FOR PRESERVATION;</b> 2 <sup>nd</sup> grade or above, not decaying, wrinkled or soft; free of all dirt and most damage and injury		800# total				

Product	Product Specifications	*\$/#	+ usage/wk(#) Academic yr : summer	*Projected supply/wk (#) Academic yr : summer	*Min. order/wk (#)	*Months & # of wks available (ex: Jan-Feb/ 4wks)	*Freshness (delivered w/in X days of harvest)
Tomatoes	5x6, slicing; firm, turgid appearance; fairly uniform and smooth; shiny color; no shriveling; at least full pink in color; ripe, not overripe or soft; field packed, wiped off; dry, no stems unless heirloom variety; free of dirt, decay, damage and injury		175:10				
Tomatoes	<b>FOR PRESERVATION;</b> Roma preferred, 2 <sup>nd</sup> grade or above, not decaying, wrinkled or soft; free of all dirt and most damage and injury		400# total				
Tomatoes, cherry	firm, turgid appearance; fairly uniform and smooth; shiny color characteristic of variety; no shriveling; ripe, not overripe or soft; field packed, wiped off; dry, no stems unless heirloom variety; free of dirt, decay, damage and injury		70 : 10				
Watermelon	Fairly well formed, symmetrical; waxy, bright appearance; mature but not overripe; field packed, wipe off or wash with sanitized water; free of dirt, decay, damage, injury		600: 50				
Beef	Lean, ground, frozen, 10# packages		1,000/mo				
Chicken	Drumsticks, skin on, frozen, 40# case, processed in USDA inspected facility		30 cases/ mo				
Edamame	Shelled, IQF, 20# case, processed in FDA inspected facility		1 pallet total				

**Additional Product Offerings:**

Please list 1) the other types of product you may be able to offer, along with 2) proposed volume availability, 3) price quote and 4) date range of availability.

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