Berryville School District
902 W Trimble Ave, Berryville, AR 72616
Food Service
Contact Information: Summer Fultz, Child Nutrition Director
870-480-4627 or sfultz@bobcat.k12.ar.us

Prime Vendor Bid
GENERAL TERMS AND CONDITIONS

1. **A. Please provide all required information including a bid price on EACH ITEM LISTED. INCOMPLETE BIDS WILL BE REJECTED. All pricing submitted will be firm and fixed for the entire calendar year of July 1, 2019 through June 30, 2020, to commence on the first day of August with the exception of an opportunity for the vendor to request an escalation of pricing as described in section # 2.**
   Submit all documents in a sealed envelope or email by 10:00 a.m. on May 30, 2019- to the address on cover letter.

   B. Bid will be awarded based upon the best overall value to the District, a combination or price, quality, and service history and/or reputation.

   C. Vendor must be able to participate in "Net-Off Invoice" for allowable products in the State of Arkansas.

2. **PRICE ESCALATION**
   Vendor may submit a request no later than one month prior to the beginning of the second semester for price escalation on specific products known to have increased appreciably in delivered (landed) cost to the vendor.
   Documentation of vendor's increased cost for each product must be submitted for consideration by the district. The district reserves the right to reject any price increase submitted by the vendor and/or to terminate the contract with the vendor based on such price adjustments with 30 days notice.

3. **LICENSURE / FACILITIES**
   - All bidders must possess and maintain all licenses, bonds, certifications, and liability insurance as required by the State of Arkansas, USDA, Child Nutrition Program and State Health Department to operate as an approved food distributor.
   - Warehouse facilities and delivery vehicles must maintain appropriate standards of cleanliness, pest control and temperature control for all food products during receiving, storage and delivery in accordance with HACCP procedures as required by USDA.
   - Vendor will have a bio-security management plan in place in cooperation with the District's Foodservice Bio-security plan.

3. **VEHICLES / DELIVERY PERSONNEL**
   - For the safety of our children, delivery personnel must observe all district vehicle rules and safety procedures when entering or exiting school property, including observance of approved delivery times and designated entry doors**. All delivery personnel will possess and submit appropriate identification at the time of delivery.**
   - Delivery and/or sales personnel will refrain from socialization with district employees during work hours.
   - Delivery and/or sales personnel will comply with State law in regard to a "Tobacco Free" campus and refrain from tobacco use of any kind (including "smokeless tobacco") while on school grounds.

- Sales personnel and/or brokers will not solicit sales or perform product demonstrations at any school without prior approval of the Food Service Director.

- Delivery personnel will be required to observe HACCP procedures for receiving food products as designated by the district's Food Safety Plan. Any damaged or otherwise sub-standard product (such as products exceeding appropriate temperatures) will be noted on the invoice and returned at time of delivery. Product shortages will be noted on original invoice and an adjusted invoice or credit invoice provided to the district before payment is made.

- **Temperatures must be recorded on the invoice.**

4. ORDERING / INVOICING

- Vendor will provide a customer service representative to assume responsibility of problem resolution and account management.

- A controlled electronic ordering system will be provided and will include only bid items or those pre-approved by the Child Nutrition Director. Only designated personnel will be allowed to place orders. The Child Nutrition Director or designee must approve all orders before being shipped.

- Shortages or damaged product will be re-supplied or credit given in a timely manner. We will not accept dented cans

- All substitutions of product will require notification and approval of Child Nutrition Director to assure compliance to specifications.

- Two copies of invoices will be provided. Documentation of credit for damaged, shorted or returned product is required before invoice will be paid.

- Approved invoices will be processed for payment by the district no less than once per month and no more than twice per month.

5. PRODUCT QUANTITY / QUALITY/ LIABILITY

- All products must be consistent with the specification, grade, quality or brand requested. This requirement will not be considered sufficient cause to adjudge these specifications as restrictive. All bidders may offer for approval another product equal to the brand or specification requested prior to submission of bid. Berryville School District reserves the right to determine "equal quality" based on the evaluation of the product specifications, taste, and appearance and/or student acceptability and will choose those products that most closely represent the type of product desired.

- 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 Berryville School District 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.

- Damaged, incorrect brand or otherwise substandard product, or product ordered without the Child Nutrition Director's approval will be the liability of the vendor and as such will be credited to the district for the cost of the product and returned at vendor's expense.

- In the event that the selected vendor is unable to supply the quantity of a specified product within a timely manner, the district retains the option of selecting an appropriate item as a replacement or may choose to seek another supplier for the item without regard to specified bid quantities.

- Quantities listed on the bid are based on the most recent history of actual purchases and are not intended to be a guarantee from the district to purchase the amount listed. The district will attempt to work hand in hand with the vendor to purchase responsibly and not inflate the usage of certain products for a pricing benefit. The district will attempt in good faith to use any bid product left in the vendor's inventory at the end of the contract up to the amount of the quantity requested on the bid. However, the vendor is advised that the district will not be held responsible for purchasing excessive inventories at any time during the contract period if inventories are a result of the product being unavailable at the time needed or if the district has notified the vendor in advance to discontinue an item or adjust quantities up or down to respond to USDA shipments and/or student acceptance.

6. NUTRITIONAL DATA/ CN LABELING/ ALTERNATES

- **A current "Nutrient Fact Label" or Manufacturer's "Data Submission Form" <u>and</u> CN label (if applicable) <u>or</u> "Product Formulation Statement" from manufacturer is required for all food items** without a "Standard of Identity". This documentation must be provided with the bid documents <u>only</u> if the vendor is submitting an alternate or "equal brand" for a specific branded item requested. The vendor awarded the bid will need to supply all other required information soon after the award is received. Samples of alternate products may be required before product is approved. The District reserves the right to reject any and all alternates.

- Successful vendor must be in compliance with the **"Buy American"** act in supplying only domestic product subject to availability.

7. EVALUATION CRITERIA

- **Quality of product offered and ability to supply specific product requested or an approved alternate will be evaluated. Bids will be rejected regardless of pricing if products offered do not meet requirements and/or specifications listed. The vendor may not change products offered after bid award without the approval of the Child Nutrition Director.**
- **Compliance with bid instructions and requirements must be met.**
- **Facilities, order entry system, storage and delivery capabilities of the vendor must be deemed adequate to meet the requirements of the program and be in compliance with all State and Federal laws and HACCP regulations.**
- **Past performance history and/or references will be considered.**
- **Bottom line pricing weighted by quantities of all products listed will be the final determining factor after all other criteria is determined to be compliant and/or acceptable.**

This contract will be awarded in the best interest of Berryville School District after considering all criteria listed. The right to reject any and all offers is maintained by the Berryville School District.

8. CANCELLATION

- Either party may cancel this agreement at any time within the contract period by submitting 30 days written notice.

- In the event of cancellation of the contract, the District will be responsible for the cost of any food orders in transit if products delivered are acceptable and in compliance with the bid.

ACCEPTANCE FORM

To be signed and submitted with sealed bid documents.

Please sign and submit this page and Arkansas Code 6-21-304 form (included) with the sealed bid document.

FUEL AND/OR DELIVERY COSTS DISCLOSURE:

Please indicate any additional costs to be added for product delivery and how the costs will be incurred.

NO ADDITIONAL COSTS WILL BE ADDED FOR DELIVERIES_____X_____

AMOUNT TO BE ADDED: AS A FIXED DOLLAR AMOUNT: _______________

AS A PERCENTAGE OF PURCHASE:___________

THIS AMOUNT WILL BE ADDED; PER DELIVERY; ______

PER INVOICE; _______

IF PURCHASE IS BELOW THIS DOLLAR AMOUNT: _________

OTHER (please explain how costs will be added____

____

THIS INFORMATION WILL BE CALCULATED AS PART OF THE TOTAL COST OF THE BID PROPOSAL.

SIGNATURES:

Representative's signature communicates a clear understanding of the "General Terms and Conditions" as outlined in items 1-8 and authorizes their acceptance if awarded the bid on behalf of the Vendor represented.

COMPANY NAME AND ADDRESS

____

____

____

SIGNATURE OF REPRESENTATIVE

I attest that I am a duly authorized representative of the company listed.

____DATE________________

BERRYVILLE SCHOOL DISTRICT
BERRYVILLE, ARKANSAS
CARROLL COUNTY, ARKANSAS

I, ________________________________, hereby state:

(1) I am the duly authorized agent of __________________, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and state officials, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.

(2) I am fully aware of the facts and circumstance surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.

(3) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

 (A) To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

 (B) To any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of the prospective contract; or

 (C) In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.

(4) I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

____

Signature

BID SHEET INSTRUCTIONS

PLEASE FILL IN ALL COLUMNS AS DESIGNATED BELOW.

ITEM DESCRIPTION:

Indicates the item to be bid with specific identifying features of the product listed.

PACK:

Please indicate how the product is packed in this column if the column is blank or pack is different than the product you are offering. This is very important if you are offering an alternate product. Please do not leave this column blank.

BRAND APPROVAL:

Identifies specific brand or brands requested and approved. If "unspecified" is listed in this column the vendor has the opportunity to bid any brand that meets the food description. "Private Label" indicates that vendor must bid the company's specific label or a national label in accordance with the quality requested. Most Private Label products are requested as "First Quality" label. All items with a specific brand or brands listed should be bid with one of the exact brand or brands called for. However, if the vendor desires to bid another brand of equal quality it must be pre-approved, and supporting nutritional documentation provided. Samples of the alternate product may be requested. Rogers School District reserves the right to determine "equal quality" based on the evaluation of the product specifications, taste, appearance and acceptability and choose those products that most closely represent the type of product desired.

NOTE: ALL PRODUCTS OFFERED MUST BE ZERO TRANS FAT

QUANTITY

Quantity is based on historical usage of the product and menu projections. The quantities listed are the projected needs for the entire school year.

BID UNIT

This column indicates what the unit price should refer to, such as "each", "oz", "lb" "case". PLEASE RELATE THE UNIT PRICE TO THIS COLUMN.

UNIT PRICE

Please indicate your bid price for each product in this column. Please submit price rounded to the third decimal place (i.e.: $15.0674 = $15.067). Please be sure unit price relates to the bid unit indicated, particularly if an alternate product is submitted.

LABEL/ BRAND

Please list the specific brand you are bidding. DO NOT LEAVE ANY ITEM BLANK. Please supply nutritional data or CN label information on any brand not listed in "Brand Approval" column (refer to "Brand Approval" section above).

VENDOR CODE #

Please enter your product code for each item or list as "New" if no item number exists. DO NOT LEAVE BLANK.

All information must be legible and complete. Bids submitted without legible information may be rejected.