

# **Westside Consolidated School District VENDOR PROCUREMENT GUIDELINES**

**FOR FOOD AND NON FOOD ITEMS**

**BID PERIOD**  
**August 1, 2020 – July 31, 2021**

Please submit Bid in sealed Envelope to:

**Westside School Food Service Department**  
**Attention: Chastidy Hedge, Food Service Director**  
**1800 Hwy 91 West**  
**Jonesboro, AR 72404**

Bid Opening:

**July 7, 2020**  
**12:15 pm**

**Vendor Bid**  
**GENERAL INFORMATION**

**Bid Period:** August 1, 2020 to July 31, 2021.

**Profile**

**Westside District Food Services** offers a variety of menu selections to a student population of around 1680 students daily. Both breakfast and lunch are served daily. The district averages feeding 69% (approx. 1150 students) of the total Enrollment lunch and 41% (680 students) of the total Enrollment Breakfast during an average month of the 2020/2021 school year. There is an average of 80 afternoon snacks served daily and an additional 110 adult meals served at lunch each day. There are a total of 3 schools in the district within ¼ mile of each other and require deliveries weekly. Drop key deliveries are not an option due to limited storage space. Each school has its own on-site kitchen and receiving site.

The Window for deliveries for all 3 schools is between 6:30 and 1:00 but, trucks may not move school to school in the middle of bus and parent traffic.

USDA is an Equal Opportunity Provider and Employer.

Chastidy Hedge  
Westside School District  
1800 Hwy 91 West  
Jonesboro, AR 72404  
Fax: 336-1947  
Phone: 935-7503 \*4262  
[chedge@westsideschools.org](mailto:chedge@westsideschools.org)

**Vendor Bid  
August 1, 2020 – July 31, 2021  
GENERAL TERMS AND CONDITIONS**

**Please provide all required information including a bid price on ALL ITEM'S LISTED.**

- Bids will be awarded on a line item basis, limiting the awards to the top two vendors with the largest number of low bids.

While the length of the bid is for 11 months, price adjustments will be allowed once during this period of time. At the time of the price adjustment, each company will be asked to submit pricing increases/decreases on the items awarded only. Pricing adjustments will be requested in December 2020.

This contract will be for the length of one year.

Produce and market items will remain the decision of each school district. The price of those particular items will be requested on a weekly basis. These prices may or may not be used in determining the final bid outcome in the final bid process. This will be left up to the determining official.

Vendors must bid 98% of bid items.

Errors discovered after public opening can be corrected with the proper written documentation presented within 3 days of notification.

**Please submit bid in a sealed envelope addressed to the attention of Chastidy Hedge, Food Service Director, Westside School District, 1800 Hwy 91 West Jonesboro, Arkansas 72404. All bids are due no later than July 7, 2020 at 12:00 pm. Bid opening will occur at the same address at 12:15 pm. Bids will be awarded no later than July 24, 2020 pending approval of the Board of Directors. Each bidder will be notified of award.**

**Westside District reserves the right to reject any or all bids and waive any irregularities or formalities in any solicitation or bid responses. Price alone may not be the determining factor. Awards will be based upon those considerations which are in the best interest of the districts represented and will be made to the responsive, responsible vendor whose bid is judged to be the most effective and economical for the purpose intended, according to the requirements stated in the invitation for bids.**

All original bid documents may be viewed by any bidder after award by **written request for appointment only**. **No** copies of any kind will be allowed by paper or electronic devices.

Bidders must specify if any proprietary information is included in their documents.

Bids are also requested to be sent electronically **after** the initial bid opening for tabulation purposes only.

Bids received after the time and date specified will **not** be considered and will be returned to the bidder unopened.

Bids received without proper signature will **not** be accepted.

Failure to supply all required forms in this bid packet will prevent the bid from being considered for award. Deviations to the General Conditions and/or Specifications of the bid format will not be allowed or changing of the line item numbers. If Bidder feels the need that an item **must** be added, then a list should be attached. This includes listings of various varieties of a particular product,

Holidays/Inclement Weather – Delivery schedules will be altered to meet holidays and inclement weather schedules. Holidays shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district food service director and the vendor.

The manager or designee will check the items delivered at the time of delivery with both the manager or designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods. If deliveries are made during serving time, the driver will wait until the cafeteria manger is available to check the order in. Employees will not be pulled away from serving students to check in of products

The Food Service Director shall retain the right to reject any or all of a delivery that does not meet product specifications within five (5) full working days from the delivery date. Rejected items are to be picked up at the supplier's expense and credit memo issued. Westside Consolidated Schood District follows the principles of HACCP (Hazard Analysis Critical Control Points) in accepting all deliveries. Therefore, upon delivery, the temperature of products will be taken and recorded and overall product condition will be inspected in accordance with the District Food Safety Plan.

Deliveries must be made in mechanically refrigerated trucks maintaining a temperature below freezing at all times, or temperature appropriate for items shipped. The School Food Service Department reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition and suitable for hauling of all items. All foods are to be delivered in clean cases with no evidence of damage.

Deliveries will be taken by drivers to designated storage areas (dry, chilled and frozen).

Failure of any delivered item to conform with specifications as bid shall constitute a default in the contract and shall subject the vendor to the penalties that may be assessed to them by reason thereof. If a vendor fails to deliver on a specified date, and does not notify the School /Food Service Director, the Board of Education reserves the right to terminate this contract in whole or in part after notification in writing.

## **LICENSURE / FACILITIES**

1. 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.
2. All bidders must notarize and submit the statement (form included) required for compliance with Arkansas Code 6-21-304. Bid will not be accepted without this signed document.
3. 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.

## **VEHICLES / DELIVERY PERSONNEL**

1. 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.
2. Delivery and/or sales personnel will refrain from socialization with district employees.
3. Sales personnel and/or brokers will not solicit sales or perform product demonstrations at any school without prior approval of the Food Service Director.
4. 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.

5. Deliveries are to be made inside the buildings and/or inside outdoor freezers. It is not acceptable for product to be stacked for any length of time on a dock, sidewalk, or any area other than on the delivery truck or inside the designated delivery area (kitchen, storage, walk-ins).
6. Deliveries will not be allowed in the presence of students due to safety.

## ORDERING / INVOICING

1. Vendor will provide a customer service representative to assume responsibility of problem resolution and order entry. That representative shall check in personally with the district at least one time every other week. In order to maintain integrity and provide quality service, the vendor will provide one (1) salesperson to administer this bid and service the account associated with the bid.

- There will be **no** minimum delivery charge allowed for delivery.

2. Vendor must allow cancellation of an item if needed as well as an addition of an item up to the allowable cut off time the day **before** the delivery is to be made.
3. A controlled electronic ordering system **must** be made available to the district and will include only bid items or those pre-approved by the Food Service Director. Only designated personnel will be allowed to place orders. The Food Service Director or designee must approve all orders before being filled.
4. Shortages or damaged product will be re-supplied or credit given in a timely manner.
5. All substitutions of product will require notification and approval of Food Service Director to assure compliance to specifications.
6. Two copies of invoices will be provided. Documentation of credit for damaged, shorted or returned product is required before invoice will be paid.
7. Approved invoices will be processed for payment by the district no less twice per month.

## PRODUCT QUANTITY / QUALITY/ LIABILITY

1. **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 another product equal to the brand or specification requested but those substitutions must be preapproved by the Food Service Director prior to the bid opening with spec sheets and a sample product of that particular item. The Food Service Director will 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. Any substitutions not preapproved will be counted as a no bid item.**
2. 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 the Westside 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, recovery 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 and provide proof of such insurance to each district.

3. Damaged, incorrect brand or otherwise substandard product, or product ordered without the Food Service 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.
4. 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.
5. 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. In addition, the vendor is advised that the district will not be held responsible for excessive inventories at any time during the contract period if menus or usage information have been provided on a regular basis or if the district has notified the vendor in advance of the need to discontinue an item or adjust quantities up or down in response to student acceptance.

#### **NUTRITIONAL ANALYSIS / CN LABELING**

1. A current nutritional analysis or CN label is required for all food items from each successful vendor. The vendor awarded the bid must supply a complete set (all bid items) of CN labels/nutritional analysis soon after the award is received to Food Service Director. This information must be received prior to any food being ordered.
2. Successful vendor must be in compliance with the "Buy American" act in supplying only domestic product subject to availability.

#### **EVALUATION CRITERIA**

1. **Quality of product offered and ability to supply specific product requested**
2. **Compliance with bid instructions and requirements**
3. **Facilities and delivery capabilities**
4. **Past performance and/or references**
5. **Availability of electronic order/entry technology**
6. **Provide dependable delivery of items ordered**
7. **Provide one (1) sales representative to administer entire bid and to physically visit the Director at least every two (2) weeks**
8. **Adherence to delivery schedule**

**This contract will be awarded in the best interest of the participating district after considering all criteria listed above.**

#### **CANCELLATION**

Either party may cancel this agreement at any time within 30 days of written notice.

- **THE NEA CHILD NUTRITION PURCHASING GROUP reserves the right to reject ANY and ALL bids.**

**ACCEPTANCE FORM**

To be signed and submitted with sealed bid.

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

**SIGNATURES:**

Representative's signature communicates a clear understanding of the terms and conditions as outlined in items 1-8 and indicates willingness to accept all terms and conditions if awarded the bid on behalf of the Vendor represented.

**COMPANY NAME AND ADDRESS**

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**SIGNATURE OF REPRESENTATIVE**

\_\_\_\_\_ **DATE** \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

*This Form Is Required by Arkansas Code 6-21-304*

### **Delivery or Fuel Charge**

- 1. Will your company charge a delivery or fuel charge?**
- 2. If there is a charge, how much is it and how often is it charged?**
- 3. Please explain these charges, if any.**

**Please be aware that if your company charges a fuel charge that it will be calculated in the bid award based on the estimated number of deliveries for each district.**

## BID SHEET INSTRUCTIONS

PLEASE FILL IN ALL COLUMNS AS DESIGNATED BELOW. INCOMPLETE BIDS MAY BE REJECTED.

### ITEM and ITEM DESCRIPTION:

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

### VENDOR PACK:

Please indicate how the product you are bidding is packed in this column. This is very important if you are offering an alternate product. Please do not leave this column blank. This information is required even if it is the same as the specified pack size.

### 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 may bid the company’s specific label or a national label as they desire. 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. If the vendor desires to bid another brand of equal quality it **must** be pre-approved and supporting nutritional documentation must accompany bid. Samples of the alternate product **will be** required before the item is accepted as an approved equal. Greene County Tech Food Service Department 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.

### QUANTITY

Quantity is based on historical usage of the product and menu projections. The quantities listed are the projected needs for the duration of this bidding period.

### 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.: \$15.0678 = \$15.069). Please be sure unit price relates to the bid unit indicated, particularly if an alternate product is bid. DO NOT LEAVE ANY ITEM BLANK.

### TOTAL COST

When using the Excel electronic copy, this column will be figured automatically for you when you put in the unit price. It is the QUANTITY times UNIT PRICE = TOTAL COST.

### LABEL/ BRAND

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

### VENDOR CODE #

Please enter your product code for each item. DO NOT LEAVE BLANK.

All information must be legible and complete. Bids submitted without legible information will be rejected. In the event a vendor fails to quote a price on a specified item, the highest price from an alternate bidder will be inserted to calculate the bottom line price. The same procedure will be used for calculating a price on a no bid item for insertion to calculate the bottom line price.

## **CERTIFICATION REGARDING “BUY AMERICAN” REQUIREMENTS**

Buy American: SFA by participating in the federal school meal programs is required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51%) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16). Selected Distributor must be able to comply with this requirement. Federal regulations require SFA's to take all necessary affirmative steps, when possible, to assure that small, minority, and women-owned business enterprises are used (2 CFR Part200.321).

**We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above. If you are unable or unwilling to make such certification, we will not purchase from you.**

Two situations may warrant a waiver to permit purchases of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

### **Requested Waiver Items**

| Product Description | Vendor Item # | Reason for Waiver Request |
|---------------------|---------------|---------------------------|
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*\*use additional pages if needed*

**“We certify that our food products were manufactured in the United States and have at least 51% U.S. contents.”**

Date \_\_\_\_\_

Vendor Name \_\_\_\_\_

Completed By \_\_\_\_\_

## **REQUIREMENTS FOR CONTRACTS OVER \$100,000**

### **U.S. Department of Agriculture**

#### **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read instructions.)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

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PR/Award Number or Project Name

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Name and Title of Authorized Representative

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Signature Date

#### **Instructions For Suspension/Debarment Certification Statement**

1. By signing and dating the certifications statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred, or suspended by a federal agency on the date signed.
2. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.
3. Federal and State penalties exist for vendors and districts that knowingly enter into contract with suspended / debarred persons.

