

Lonoke School District Procurement Plan

It is the intent of the Lonoke School District to involve and utilize the best product/services at the best prices and provide minority firms, women's business enterprises, labor surplus area firms, small businesses and the disadvantaged with increased opportunity to do business with the School Nutrition Programs. Regardless of the procurement method used, price is the final determining factor in selecting the successful vendor.

Potential bidders must meet the following criteria:

- ✓ Be able to provide a quality product as specified
- ✓ Offer reasonable pricing
- ✓ Provide dependable delivery of items ordered
- ✓ Meet specifications and bid conditions
- ✓ Demonstrate successful past performance
- ✓ Provide a local sales representative in the area, for weekly consults

A vendor may be rejected for one or more of the following reasons:

- ✓ Inadequate or unacceptable product lines
- ✓ Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- ✓ Inadequate truck fleets to handle predicted volume of frozen, chilled and dry goods
- ✓ Inadequate sanitation
- ✓ Inadequate technical assistance and product information
- ✓ Documented unacceptable product

Vendors with poor performance will be notified at the time of such performance and be given the opportunity to correct problems. Documentation will be kept on file. Any vendor with continued poor performance will be removed from the potential vendor list for one year.

BUY AMERICAN

The "Buy American Requirement" requires that schools and institution 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. Please note this rule applies to "Private Labels" as well as other labels.

There is a two-part test to define the country of origin for a manufactured end product:

- A. The legislation defines "domestic commodity or product" as one that is produced or manufactured in the United States; and

- B. The cost of domestic components must exceed 50 percent of the cost of all the components.

Two situations may warrant a waiver to permit purchases of non-domestic food products:

- A. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- B. Competitive bids reveal the cost of a U.S. product is significantly higher than the non-domestic product.

A form for Certification Regarding "Buy American" Requirement is included with the bid document. Food items requiring a waiver are to be listed on this form (pineapples and bananas). The School Nutrition Manager as well as Director will determine acceptance or rejection of each of the items for which a waiver is requested.

INGREDIENT LABELS

Ingredient labels are to be included for all items on the bid. Ingredient labels must be provided with samples.

ITEM SUBSTITUTION AND OUT-OF-STOCK

If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with approval of the Child Nutrition Director. NO SUBSTITUTIONS WITHOUT PRIOR NOTICE. It is the responsibility of the Distributor to immediately contact the CN department with plans for re-delivery of the bid item or to make arrangements for substitutions.

Any items delivered that were not authorized by the Child Nutrition Director are to be picked up at the Distributor's expense and proper credit issued to the school or schools where the deliveries were made. Credit memos are to be sent no more than one week from the time a credit is requested.

SPECIFICATIONS

All bids should be in accordance with the instructions to bidders and specifications as attached. Specifications are intended to be open and non-restrictive. If a requested item is identified by a "brand name or approved equivalent" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Only the pre-approved manufacturer's label and code number as listed in the bid document will be accepted for the duration of the contract when bidding manufacturer's brands. No substitutions or brand changes will be accepted without written documentation that a product originally bid is no longer available.

If a brand is offered other than the one specified; complete descriptive information of the offered product must be included with the proposal. Products being proposed as an equal to the items specified must be available for inspection/evaluation by the Child Nutrition Department.

Any quantities noted on the product description pricing worksheets are considered to be estimates only for one (1) school year's usage. Quantities projected are estimates based on past usage only. The quantity of any item could be more or less, depending

upon the availability of USDA commodities and changes in actual student participation in the school lunch, breakfast and snack programs.

All bread/grain items must be whole grain products (51% whole grain) when specified. This includes but is not limited to all breaded products.

All fruits must be in light syrup or natural juice. Only juice products that are “no sugar added” shall be bid.

The bidder should not bid any item containing Trans fats unless the trans-fat is naturally occurring in the product.

Sets of nutrient analysis, CN Label, and/or signed manufacturer’s certification statement (if applicable) of all food product must be submitted to each school district upon request. Bid will not be awarded without these documents should they be requested.

Material Safety Data Sheets must be provided for all applicable products.

DELIVERY

Delivery will be made to each individual school site/building one day a week. It is the responsibility of the winning vendor to coordinate the delivery schedule. Delivery schedules shall remain constant from delivery to delivery. **Cafeteria managers will not be expected to extend working hours to receive late deliveries. No deliveries will be accepted after 12:30 pm.**

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. The cafeteria manager 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 within one week of the date of notification.

Delivery schedules will be altered to meet holiday and inclement weather schedules. Holiday 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 each school district and the successful contractor.

Deliveries must be made in mechanically refrigerated trucks maintaining a temperature below freezing at all times, or temperature appropriate for items shipped. Refrigerated goods must be delivered at a temperature of 40 degrees F or below. Frozen products must be delivered at a temperature of 0 degrees F or below. The CN 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 food is to be delivered in clean cases with no evidence of damage.

At no time will any additional charges be added to deliveries and/or invoices for any reasons. Drivers shall deliver merchandise into designated storage areas (dry, chilled and frozen).

CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program funds.

- A. No employee, officer or agent of named School District or School Nutrition Programs shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
- B. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 - a. The employee, officer or agent
 - b. Any member of his/her immediate family
 - c. His or her partner
 - d. An organization, which employs or is about to employ one of the above
- C. Lonoke School District, or school nutrition employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to sub-agreements.
- D. The removal of any food, supplies, equipment, or school property is prohibited.
- E. Failure of a Contractor's agent to abide by these rules or facilitate a School District employee with the opportunity to not abide by these rules by actively participating in a breach or one or more of the rules hereby established may result in termination of the contract.

HOLD HARMLESS CLAUSE

The bidder/manufacturer shall hold harmless and indemnify the TL School Nutrition Consortium, from every claim, demand, suit and award which may be made by reason of:

- A. 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.
- B. 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.
- C. Any liability that may arise from the furnishing or use in any copyrighted or non-copyrighted composition, secret process, or patented or unpatented invention in the performance of the services called for under the contract; and
- D. The bidder/manufacturer, at his/her own expense and risk, shall defend any legal proceeding that may be brought against the TL School Nutrition consortium any such claim or demand, and satisfy any judgement that may be rendered against any of them.

TERMINATION FOR CONVENIENCE

The Lonoke School District may terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School District. The School District shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

TERMINATION FOR CAUSE

If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the Lonoke School District shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

- A. The Lonoke School District will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the contractor fails to correct the breach. The Contractor must present the Lonoke School District with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The Lonoke School District will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of the Lonoke School District operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.
- B. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the Lonoke School District for damages sustained by virtue of any breach of this Contract by the Contractor.