

Paula Volkmann, Director of Food Service
Fayette R-III School District
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INSTRUCTIONS AND GENERAL CONDITIONS

Bids must be **emailed** and a hard copy mailed or hand delivered to Fayette R-III School District. Bids must be received no later than June 3, 2025. Bids must be submitted on the attached Food Bid worksheet and emailed back electronically. Envelopes need to be sealed and addressed accordingly:

Fayette R-III School District
Attn: Paula Volkmann, Director of Food Service
705 Lucky Street
Fayette, MO 65248

Please mark sealed envelopes in the lower left hand corner "Food Bid." If you for any reason decline, we would appreciate such a statement in writing at your earliest convenience. (Bids must be emailed, but a hard copy must follow in regular mail.)

CONTRACT PERIOD

Vendors are cautioned that the items furnished must be at the prices submitted. All bid prices shall be firm for the period of August 1, 2025 to July 31, 2026. Please note on the bid form any items not carried by the vendor by N.B. (No Bid). This contract may be terminated at any time by the School District upon sixty (60) days written notice should the School District determine that it is not in its best interest to continue the contract and /or the Vendor is not performing within the provisions and intent of this contract.

A letter on Vendor letterhead is required for any fluctuation in price after acceptance of the noted bid. This letter must state the item(s) affected by a price change, the current price(s), the price the item(s) will be, and the effective date of the price change. The vendor must provide reason for price change and proof of reason, if requested. The District must be notified a minimum of two weeks prior to any changes in pricing.

CONTRACT PARAMETERS

Successful vendor will be the primary vendor for the majority of services and food products purchased by the district, which includes canned, frozen, dry products, produce and non-food supplies. **Menu planning will be a part of the expected services.** The district reserves the right to award any or all categories specified.

AWARD CRITERIA

This contract will be awarded based upon a combination of service and price to determine the best value to Fayette R-III School District. This bid will be awarded based upon your written response to this service and price request.

PROPRIETARY AND SPECIAL ORDER ITEMS

The District defines a "Proprietary Item" as an item the District expects the Vendor to purchase and stock or have available according to the order/delivery schedule of the contract. A "Special Order Item" is an Item requested for a one-time purchase. Whenever possible, the District will use a product already stocked by the Vendor but reserves the right to request the Vendor to add Proprietary Items to their stock. The Vendor agrees to do so at the discretion of the District. There shall be no extra charges for the buying and storing of Proprietary or Special Order Items. Please note on bid any items that would be Proprietary Items (PI) or Special Order Items (SO). Throughout the year, additional items may be added to the program. Please explain how you will present new items to the district.

MANAGEMENT TOOLS

Please include with your bid, information regarding the availability, frequency, and procedure for obtaining Usage Reports. Please include a sample of your usage report and a product catalog. Please state other management tools available, i.e. computer catalog software, e-mail communications, custom invoicing, etc. **Menu planning must meet NSLP nutritional standards.** Vendor will be asked to disclose all corporate rebates and rebate programs to the district. Monthly Usage Reports will be required on products as requested by the Director of Food Services.

CERTIFICATION STATEMENT

Each prospective vendor must submit the enclosed Certification Statement (Attachment AD-1048) with his or her bid. In signing and submitting the statement, bidders certify that neither they, nor any of their principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the covered transaction (contract) by any Federal department or agency.

Particular attention should be paid to Instructions 5 and 6, whereby, under the proposed covered transaction, bidders also agree that they will not knowingly enter into any lower tier covered transaction with a person or organization who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, and will include this certification form in all lower tiered transactions they may enter into under the covered transaction. Each vendor shall read carefully the information on Attachment A.

BRAND SPECIFICATION

When the name of a manufacturer is mentioned in the specifications and the words "or Equal" do not follow, it shall be deemed that the words "or Equal" shall follow such a designation. If bidder wishes to provide a substitute on items when an approved brand is stated, ***a sample must be provided upon request.*** **Your bid must include the name of manufacturer, the pack and the product code of all items.** **No greater than 20% alternatives to APPROVED BRAND will be accepted.**

Case price and Unit price for each item shall be indicated on bid and vendor shall calculate extended prices for each item based on usage. Bids should be calculated to the hundreds. Summary/signature page must be completed by vendor and submitted with bid.

Samples for substitution to the specification must be submitted for approval no later than August 1, 2024. Samples may be requested for product evaluation on any item on this list. All samples will be furnished at no cost to Fayette R-III School District.

DELIVERIES

Deliveries are to be made according to the needs of the District. Orders for regular delivery will be placed with the successful vendor by 2:00 p.m. one day prior to the delivery day. (Orders may be placed further ahead if requested by the Vendor.) **Two (2) delivery locations will need weekly deliveries. All deliveries must be completed between 6:30 a.m. and 1:30 pm on agreed upon delivery days.** The Director of Food Services must approve any deviations from this schedule.

Vendor must be able to deliver supplies or perform services as required by the Fayette R-III School District. Normal delivery requirements during the school year are as follows: Daly/Clark 702 Lucky Street and High School 510 N Cleveland.

Unless otherwise stated by the bid specifications, all goods furnished shall be the best of their kind. Risk of loss or damage to items prior to the time of their receipt and acceptance is the responsibility of the vendor. Fayette R-III School District has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even if the damage was not apparent or discovered until after receipt of the items.

Vendor shall notify the District of any late or delayed shipments. The District reserves the right to cancel all or part of an order if the shipment is not made as promised. Vendors shall not make any substitutions of items for delivery without prior consent of the District. Substitutions will be allowed on those items that are not available from any source and then only at comparable quality and same per portion cost as the originally ordered item.

USAGE ESTIMATES

The estimated quantities as listed on this bid are for information only. Due to the

unknown factor of the government's participation in the school lunch/breakfast program with various commodities, or for any other reason, these estimates do not in any way obligate Fayette R-III School District to purchase any definite quantity of any item.

PRODUCT ANALYSIS

In compliance with USDA Child Nutrition Meal Pattern Requirements, a product analysis for food products must be provided to Fayette R-III School District upon request. This information is needed to determine to what extent a food product contributes to the requirement as set forth by USDA. The product analysis must be signed and dated by an authorized representative of the food processing company.

BUY AMERICAN REQUIREMENT

Schools and institutions participating in the National School Lunch Program and the School Breakfast Program in the contiguous United States are required by law to use school food service funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under these programs. A “domestic commodity or product” is defined as one that is either produced in the United States or is processed in the United States *substantially* using agricultural commodities that are produced in the United States. The term “substantially” means that over 51 percent of the final product consists of agricultural commodities that were grown domestically. Therefore, when school food service funds are used to acquire foods, schools, and institutions must ensure that the items are in compliance with this requirement.

OTHER

Please elaborate upon any other available service features your company would be willing to provide to the Fayette R-III School District as a part of a Prime Vendor program.