

FRESH FRUIT AND VEGETABLE PROGRAM BID SECTION II - GENERAL BID AND REQUIREMENTS

1. DELIVERY OF BIDS:

Bids will be publicly opened at the place, date and hour shown in Section I. They must be submitted to the respective address in Contract Section I – Submission & Delivery of Bids. Bids received after the time of the Bid Opening will not be considered.

Bids must be submitted in a sealed envelope marked "Fresh Fruit & Vegetable Program Bid Submission"

Section III must be completed in excel file then printed and signed.

2. PRODUCE SPECIFICATIONS AND STANDARDS:

All products must meet the standards as outlined in the USDA Fresh Fruit & Vegetable Program handbook for Schools.

Produce served in this program should always be whole.

Produce should always be easily eaten and require minimal effort to do so in the classroom by students age 5 to 12 years old.

All produce should be washed on site prior to preparation and portioning per State of Maine Health Code.

Produce purchased must be compliant with the "Buy American" Provision

3. THE "BUY AMERICAN" PROVISION

Produce served in the USDA Fresh Fruit & Vegetable Program must comply with the Buy American Provision and the agricultural foods delivered to School Nutrition Department should be produced in the United States unless one of these two situations exist which 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 costs of a U.S. product are significantly higher than the foreign product.

We are aware that some products lack sufficient production in the U.S. and may only be Buy American Compliant based on their ability to meet the above exception(s). To support Exemption "1" there would need to be documentation to show due diligence was done and it can't be significantly sourced domestically if requested by the School Nutrition Department of RSU #13.

Documentation of product origin will need to be available if requested by the School Nutrition Department of RSU #13.

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4. QUANTITIES & FREQUENCIES OF SERVICE:

See Section III for Estimated quantities needed to prepare for each serving day of the Fresh Fruit & Vegetable program is served to the students.

The vendor will provide & prepare the fresh produce on Tuesdays & Thursdays for service to the students on each Scheduled Wednesdays & Friday of the academic schedule. If the Wednesday or Friday is a half day, workshop, or vacation day the USDA Fresh Fruit & Vegetable program will not be offered.

It shall be understood by all parties concerned, that any contract established as a result of this invitation will not obligate the members to purchase any quantity in excess of actual requirements. While the quantities shown are classified as estimates for bidding purposes, they do result from actual tabulations.

5. PRICES:

As noted in Section I, the contracted prices are Vendor cost plus Vendor freight plus the Vendors Bid for a fixed fee at each of the listed case price breaks for the length of the contract period. The contract pricing as submitted in Section IV by the Vendor Awarded the Contract will apply to all USDA Fresh Fruit & Vegetable program products ordered though the Vendor for the duration of the contract.

Vendor cost is calculated as the Vendor's product cost plus Freight charged to the Vendor by their suppliers.

5. REVIEW OF BIDS AND AWARD OF THE CONTRACT:

After the public opening of bids, the School Nutrition Department of RSU #13 may require at least 5 days to review all bids prior to awarding the contracts. It is important for Bidding Vendors to understand that this time is to assess and evaluate each bid. Public copies of bids may be requested and will be emailed at a later time.

A single award shall be made from acceptable bids to cover the requirements for the School Nutrition Department of RSU #13. The Contract Award will be based on the lowest overall cost calculated on the Bid Specification & Price Form (Section IV) which is weighted by the estimated unit volume for a one month sample of The Fresh Fruit & Vegetable program multiplied by the unit cost. Unit volume & unit cost is used to account for any differences in case sizes the Bidding Vendors may list.

6. EXCLUSIVITY:

The School Nutrition Department of RSU #13 agrees to use the Vendor awarded the bid as the primary agent for the majority of its USDA Fresh Fruit & Vegetable Program produce purchases (90% Minimum). Additionally the Containers needed to deliver portioned produce to the schools will be purchased by the School Nutrition Department of RSU #13 to the extent that it is within the available funding provided by the USDA Fresh Fruit & Vegetable Program Grant. The space and resources needed to wash, prepare, portion, and sort the produce into individual classroom

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containers will be provided by the School Nutrition Department of RSU #13 at 30 Broadway, Rockland.

Reciprocally, the Vendor awarded the bid agrees to provide & delivery the bulk produce items as needed to 30 Broadway, Rockland. Additionally the vendor will provide the labor needed wash, prepare, portion, and sort the produce into individual classroom containers.

The Vendor will not exceeded the allowable funding available for the School Nutrition Department of RSU #13's USDA Fresh Fruit and Vegetable Program Grant in the applicable School Year. Any items invoiced beyond the available funding provided by the grant each year will be the responsibility of the vendor.

Should the Vendor Awarded The Contract fail to provide the items as contracted promptly, in accordance with all specifications and prices of this bid, the School Nutrition Department of RSU #13 reserves the right, at its discretion, to cancel the contract, purchase elsewhere, and recover from the Vendor Awarded The Contract the difference between the bid price and the cost of the substitute purchases, in addition to all attorneys fees and costs of collection. The continuous practice of default may result in cancellation of the contract and removal of the Vendor from the bid list for the duration of the ensuing year, at the option of the School Nutrition Department of RSU #13.

7. LINES OF COMMUNICATION:

The School Nutrition Department of RSU #13 will provide the vendor with monthly updates as to the remaining USDA Fresh Fruit & Vegetable Grant Fund's Balances for the school Year.

The vendor will provide a 1 Month Schedule, (via Email) of the produce to be prepared for the students 2 weeks prior to the first Fresh Fruit & Vegetable program serving date of that month.

Communications between the School Nutrition Department of RSU #13 and the Vendor Awarded the Contract shall be in writing, or email whenever possible. The Bid Contact shall be the designated representative to deal with day-to-day logistical matters. The Vendor Awarded the Contract shall designate a representative to deal with day-to-day logistical matters of the participating members as well. Contract problems of the School Nutrition Department of RSU #13 are to be administered by the Bid Contact.

8. INVOICING:

All items sold to the School Nutrition Department of RSU #13 shall be itemized on an invoice showing detailed pricing for each line item. Invoices may be emailed to the Bid Contact.

9. TERMINATION:

In the event the Vendor Awarded the Contract defaults in any of the terms of this contract, and such default is not resolved within thirty (30) days after written notice of default, the School Nutrition Department of RSU #13 will have the right to terminate this contract. In addition, the School Nutrition Department of RSU #13 shall have the right to terminate this contract for any reason on written notice to the Vendor Awarded the Contract given at least ninety (90) days before such termination.

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13. RIGHT TO AUDIT:

At any time during the term of this contract, the Vendor Awarded the Contract's books and records shall be subject to audit by the School Nutrition Department of RSU #13 to the extent that the books and records relate to the performance of the Vendor Awarded the Contract's obligations written in Contract Sections I-III.

To verify accurate pricing of invoiced items the School Nutrition Department of RSU #13 will submit product numbers with corresponding invoiced dates for verification.

The vendor will supply documentation, within a maximum of 30 days, for the following areas corresponding to product numbers and their invoiced dates for verification:

- Case cost incurred by the vendor
- Freight fees incurred by the vendor
- Appropriate fixed fee per case applied as submitted in Contract Section III
- Verification that the Buy American provision has been met

If it is determined that the Vendor awarded the bid has overcharged the entities represented by the members of the School Nutrition Department of RSU #13 or delivered product not meeting the specifications, the vendor shall be liable for the retroactive overcharges.

14. RECORDS:

Retention of bid submissions & and all required records will be kept by the School Nutrition Department of RSU #13 for three years after final payments and all other pending matters are closed.

15. PERIOD:

The contract issued as a result of this bid is to be for a period of one School year, beginning the first day of July through the last day of June unless otherwise specified in Section I. The School Nutrition Department of RSU #13 may choose to renew the contract for two, one year extensions.

16. INSTRUCTION FOR FILLING IN SECTION III:

Product description, Vendor's product cost, freight fees to the Vendor, and the amount of specified units per case should be electronically entered on the excel file provided and completed in full as designated in Section III. Automatic calculations will take place in some areas upon Bidding Vendors entering data. Such areas will be locked to Bidding Vendors for alterations.

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17. REQUEST FOR BID SUBMISSIONS FOR REVIEW:

All bids and prices shall be subject to public review at the Bid Opening. Bids are subject to review after the bid opening only upon formal petition to the School Nutrition Department of RSU #13 as outlined in Section I. Copies will be emailed after the Bid Opening to fulfil a request.

TO BE COMPLETED AND RETURNED BY THE BIDDING COMPANY

NAME OF COMPANY

ADDRESS

NAME OF SIGNING OFFICER (PRINT)

TITLE

AUTHORIZED SIGNATURE

COMPANY CONTACT PERSON

TELEPHONE

DATE