



Guidelines for Selling Local Products to Fayetteville Public Schools (FPS) – Produce Only

Background:

Farm to School is broadly defined as a program that connects schools (K-12) and local farms with the objectives of serving healthy meals in school cafeterias, improving student nutrition, providing agriculture, health and nutrition education opportunities, and supporting local and regional producers. Farm to School programs are a fun way for students to try new foods, learn about where their food comes from and feel connected to their food system.

Research shows that children eat more fruits and vegetables, and their overall diet improves, at and outside of school, when they participate in an extensive Farm to School program (1). Higher fruit and vegetable intake is associated with lower body weight and better overall health (2). With childhood obesity rates on the rise in Arkansas and nationally, Farm to School programs can be important and effective prevention interventions.

Farm to School programs support local agriculture and include communities in a national agricultural movement focused on healthy and sustainable food systems, local economies, and students (3). These programs create greater market diversity, provide a consistent income source, and present additional farm promotion and marketing opportunities for producers.

FPS started its Farm to School efforts in 2005 by purchasing Farmer’s Market produce in small quantities for school cafeteria menus. Since then the district’s local procurement has expanded to include local products for the district’s summer lunch program, school year lunch program, Farm to School educational lunches and taste tests. The FPS Seed to Student program, previously called FPS Farm to School program, encompasses Farm to School procurement and programming as well as school gardens, garden clubs, and garden based education in the classroom.

Purpose of the Guidelines:

This document was created to ensure FPS local procurement processes are efficient, replicable and sustainable; it is not a legally binding contract. Below are good practices to help guide safe, cost effective and nutritionally balanced meals; facilitate a consistent market and increase economical sustainability for local producers; and ensure Farm to School efforts are supported by the district in the future.

1. Balkus, O. "Farm To School In Mississippi: A Step-By-Step Guide To Purchasing Mississippi Products". Harvard Food Law and Policy Clinic, Mississippi Delta Project (2012).
2. Epstein, L. "Increasing Fruit and Vegetable Intake and Decreasing Fat and Sugar Intake in Families at Risk for Childhood Obesity". Obesity Research 9.3 (2001): 171–178. Web. 28 Nov. 2012.
3. www.coloradofarmtoschool.org. Web. 28 Nov. 2012.

Documentation:

Producers will:

- Provide FPS with a completed W-9 form.
- Provide FPS with a copy of their product liability insurance. Fayetteville Public Schools requires at minimum a \$250,000 policy.
- Agree to a farm visit by appropriate FPS staff to complete the FPS Seed to Student Farm Checklist.
- Provide FPS with a copy of their Private Applicator's Pesticide License issued by the Arkansas State Plant Board, if regulated pesticides are used on the farm and the farm is not certified Organic.
- A post-harvest wash water E. coli test, if from a non-municipal source (see *Food Safety* for details)
- Submit a completed bid packet for evaluation.
- Read, agree to, and sign the guidelines.

Documentation will be reviewed annually, and updated as necessary. A copy of documentation will be kept on file in the FPS Child Nutrition Department.

Bidding Process:

The purpose of the bidding process is to ensure: fair competition among growers; federal and state regulations are met; products are cost-effective; and the district can forecast product availability, and therefore, consistently purchase large amounts of local product for seasonal menus. Detailed information on informal and formal bidding processes can be found in the official bid packets.

Orders and Deliveries:

Order day: Wednesday, the week prior to delivery

- The Child Nutrition Director (CND) is the primary contact for ordering.
- Orders will be made based on products and prices confirmed during the bid process. One producer will be designated as the primary seller for each product. Other sellers may be assigned to a product during the bidding process to help meet the needed quantity.
- Orders will be made and confirmed with producers by Wednesdays via phone and/ or email, the week prior to the delivery.
- Product prices will remain the same during the bid term.
- Once a weekly order is confirmed, the allotted produce must be sold to the school and not to other markets. Failing to do so may result in losing the opportunity to sell to FPS.

Delivery day, time: Mondays, 6:30-8:30AM, unless otherwise approved

Delivery location: FPS District Warehouse, 2233 W. Stone St, Fayetteville, AR 72701

- Product will be delivered directly to the district warehouse, unless other provisions are made.
- Deliveries will be received by the warehouse staff in the designated delivery receiving area. Orders delivered after the delivery day or timeframe may be subject to refusal, if not prearranged with the warehouse manager and/ or CND.

- If an order cannot be met due to uncontrollable circumstances, producers should contact the CND, to ensure the school's child nutrition department can accommodate the discrepancy in product and make other arrangements. Failing to provide advance notice may result in losing the opportunity to sell to FPS.
- If a producer is unable to supply the products ordered, substitutions will not be permissible.
- Producers must weigh their produce prior to delivering to the schools. Home bath scales are sufficient for weighing products. Produce will be weighed again by warehouse staff upon delivery to ensure accuracy. *The weighed taken at the warehouse will be the official weight used.*
- Deliveries must be accurate as produce will not be purchased in excess of what was ordered.
- Totes and other approved packing materials delivered to schools should be labeled with the following information. FPS will provide a template label to use if needed.
 - Farm name
 - Date harvested
 - Product description (ex. salad mix)
 - Weight of the product
 - School location to be delivered
- Producers must provide an invoice for each delivery made to the warehouse. FPS will provide a template invoice to use if needed. The invoice should include the following information:
 - Farm name
 - Farm's billing address
 - Farm's contact person and phone number
 - Producer's signature
 - Date delivered
 - Bill to information, including Fayetteville Public Schools, c/o Ally Mrachek and (479) 435- 1399
 - Deliver to information, including "FPS District Warehouse" and its address
 - Product name (s)
 - Accurate product weight in pounds
 - Price/lb
 - Total amount to be paid
- The warehouse manager will sign the invoice to confirm the delivery was received.
- Plastic totes will be provided by FPS to deliver products, if needed. A tote exchange process will ensure producers have enough totes to bring products to the schools.

Payment:

- Payments will be made between 10 and 30 days after delivery.

Food Safety:

- Producers will comply with all food safety practices outlined in the *FPS Seed to Student Farm Checklist* during the production, handling, storage and transport of their products. The producer should also complete, sign and submit a *Farm Checklist* with the bid packet, unless FPS has already completed your farm visit.
- FPS will complete a survey of the farm using the *Farm Checklist* prior to the first delivery of produce at the beginning of the purchasing relationship. FPS reserves the right to make follow-up farm visits if a food safety concern arises.

- A washing/ post-harvest water quality test for generic *E. coli* must be completed and passed within the year leading up to the first purchase of products requiring washing prior to purchase. Wash water should have *no detectable generic E. coli in a 100 mL sample*. Water quality results will be reviewed as needed. If you use municipal water for post-harvest washing, a water test is not needed.
- If an issue is found during the farm checklist visit, the Addressing Concerns procedure will be followed and product orders will not be made until the issue is resolved.
- Products purchased by FPS from the producer must be grown on the producer's own farm, or produced by proprietor's own business.
- Producers will be expected to follow product specification and best handling practices. These can be provided by FPS as needed.
- Reusable delivery totes and other reusable approved packaging must be cleaned and sanitized with a 10% bleach solution prior to use for delivery to FPS. If cardboard boxes are used for delivery, they must be new.
- Warehouse staff will inspect all produce upon arrival at the warehouse.
- FPS reserves the right to refuse deliveries and remove items from invoice if the following occur:
 - Produce is received outside of the safe temperature range.
 - Produce is encrusted with field dirt and/or plant material.
 - Insects or rodents are found within the totes or containers.
 - Produce is not contained in clean/safe totes or containers at time of delivery.

Failing to provide consistent, quality product may result in losing the opportunity to sell to FPS.

- The producer shall accept liabilities for damages resulting from serving products which contain foreign matter or which contain any other bacterial or chemical contaminant. Damaged or otherwise substandard product delivered to the district will be the liability of the vendor. FPS shall accept liability of any product which is ordered and received in an acceptable manner within an appropriate time frame.
- The FPS Child Nutrition Department agrees to follow HACCP food safety measures when handling local food products during all stages of receiving, storing, processing, preparing and serving.
- During the bid term, the FPS Child Nutrition Department will monitor and keep records on vendor service, product quality, price, and compliance with the bid to ensure we maintain purchasing relationships with the most responsible growers.

Farm/ Program Promotion:

- FPS will make every effort to ensure that students and staff are aware of which foods are local and what farm produced them.
- Producers will permit FPS sustainability staff to take photos and collect the farm's story to share with students, school staff and the greater community.
- Promotion may include, but is not limited to, posters and other signage with farm name and information, photographs, table tents, farm name on menus, and producer visits during business hours.
- In applicable situations, the farm may publicly endorse their relationship with FPS.

Addressing Concerns:

- If dissatisfaction and/ or disagreement arise due to guideline terms being compromised in any way by either party, the following steps will be taken to remedy the situation.
 - Step 1. Party A communicates the issue/ concern with Party B verbally or in writing, referencing the part of the guidelines in question. Party B takes steps to repair the breach of guidelines as promptly as possible and communicates it to Party A. Party B has 10 business days to return to compliance with the guidelines.
 - Step 2. If issues persist, an intentional dialogue with a mediator, decided on by both parties, must take place between A and B. The goal of this dialogue is to foster compliance with the existing terms of the guidelines, or identify a realistic solution that is sustainable for both parties.
 - Step 3. If an agreement cannot be reached, the business relationship can be ended by either party with written explanation and after the last confirmed delivery is made and payment is received.

*****Please submit a signed copy of this document and a completed and signed *Farm Checklist* (unless already completed), *The Bidders Assurance Form*, and *Debarment Certificate Form* with your bid packet submission.**

I have read, understand and agree to these guidelines outlined above.

Producer Name: _____

Signature: _____ Date: _____

Make Checks Payable to: _____

FPS Child Nutrition Director Signature: _____ Date: _____

FPS Contact Information:

Child Nutrition Director

-Ally Mrachek, allyson.mrachek@fayar.net, cell: (509) 670-7188; office: (479) 445-1526

District Warehouse Manager

-Doc Hayes, jr.hayes@fayar.net, cell: (479) 305-0110; office: (479) 444-3092