**Informal Solicitation Bid - Forward Contract for Produce with Geographic Preference Template**

**NOTE TO SCHOOL:** Please use your letterhead and whatever parts of this template meets your needs.

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**The (School) is inviting you to participate in the following bid for the purchase of beef.***VENDOR: Please use the Vendor Response Sheet to submit a bid.*

**Bid must be returned by:**

**Please direct any and all questions to:**

(Your contact information)

**Our Farm to School Program–values statement and purchasing goals are as follows:**

(This is important so that producers know more about you and your school food program)

**The (your program) is a Farm to School and Nutrition Program that believes the following:**

(These are examples)

* Access to nutritious, safe, healthy and delicious food is paramount for the success of students.
* We honor the work of our farmers and value the importance of connecting to local farms and agriculture.
* Providing health and nutrition educational opportunities for students is part of the overall educational experience.
* Supporting local and regional producers benefits everyone.

It is the intention of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(school or district) to purchase products (see list), and to develop a forward contract for product that will be provided in the future growing season.

**Our program specifications:**(Ex: number of students served and grades, days of operation)

**Specifications for program use and time periods:**(Ex: frequency of use, Harvest of the Month, Fresh Fruit and Vegetable Program, taste testing, school year September–June)

**Specifications for products:**(Ex: variety of sizes acceptable, prefer medium size, any changes in products or quantity need to be called in as soon as possible (preferably 24 hours prior to delivery) Note: if you are willing to adjust any of these criteria, state that flexibility)

**Additional vendor criteria:**

(Ex**:** farm of origin identification, willingness to host farm field trips, proof of farm or food safety plan, quality customer service, including rapid return policy and responsiveness to inquiries in a timely fashion, communicate in a timely manner via e-mail or telephone, any changes in products or quantity need to be called in as soon as possible, (preferably 24 hours prior to delivery))

**FORWARD CONTRACTING**

It is for the common good of both parties that the following responsibilities be assumed by each of the parties for the duration of this agreement.

* The school district will contact the farmer prior to the harvest season to arrange for a delivery schedule, confirm the quantity of product will be available and confirm the price.
* Farmers will be expected to notify the school nutrition director of any growing season issue that may change the ability to deliver the agreed upon quantities, meet the pricing originally quoted or meet the deadline for delivery. It is understood that weather and devastating drought or storms may prevent the completion of this contract. No obligation by farmer or school district will be assumed in this event.
* Varieties of product, similar to the contracted products, will be considered.
* Neither the farmer nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence (“Act of God”).

**Additional requirements:**(These are examples that can be put on your *vendor response sheet*):

* Applying Geographic Preference\*The school district will contact the farmer to arrange for a delivery schedule, confirm the quantity of product will be available and confirm the price.
* Farmers will be expected to notify the school food services director of any growing season issue that may change the ability to deliver the agreed upon quantities, meet the pricing originally quoted or meet the deadline for delivery.
* Contingency Plan: At the time of ordering, should any of the crops be unavailable due to growing or harvesting issues, the school contact will be notified and substitutions considered.

Provide a list of products (see produce market basket template) and a vendor response form with your requirements.

**Evaluation and Notification:** (see vendor response form)

* We reserve the right to award multiple bids.
* Vendors will be good candidates for our program and the bidding process if they meet ALL the requirements listed on the vendor response form.
* The contract will be awarded to the lowest priced responsive and responsible vendor.

**Payment Terms and Process:** (provide terms here or on the vendor response form)

**Buy American:** The Buy American provision requirements. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

\***Definition of local and geographic preference**: Under federal law, (our district), as a purchasing institution, has the authority to apply a “local” geographic preference to minimally processed foods and to determine what is “local” for the purposes of the United States Department of Agriculture (USDA) programs such as the National School Lunch Program, The School Breakfast Program, The Fresh Fruit and Vegetable Program, The School Supper Program and the Summer Food Service Program. (our district), defines locally grown products eligible for geographic preference for the purposes of informal bidding as agriculture products that are raw or minimally processed.