

Northern Illinois Independent Purchasing Cooperative

SECTION 1.

REQUEST FOR PROPOSAL Beverage and Equipment

Proposals will be received until: April 9, 2025
9:30 A.M. Local Standard Time
At Which Time Proposals Will Be Publicly Opened

At: Arlington Heights School District 25
1200 S. Dunton Ave.
Arlington Heights, IL 60005

For additional information please contact: Sandy Voss, NIIPC President
niipinfo@gmail.com

The undersigned offers and agrees that should this proposal be accepted, they will sell to designated School Districts in accordance with the terms presented herein and the Beverage Products specified in Section 7 of this invitation, and which have been awarded to them, at the price quoted in this proposal and in compliance with the General and Operational Conditions set forth in this invitation.

RETURN PRICE PROPOSAL FORM, A USB FLASH DRIVE AND ALL LEGAL FORMS TO:

Arlington Heights School District 25
Attn: NIIPC Bid
1200 S. Dunton Ave.
Arlington Heights, IL 60005

SECTION 2. GENERAL INFORMATION

2.1 Cooperative Purchasing Efforts

A group of self-operated school districts located in Illinois have agreed to combine their food service needs into a cooperative purchasing agreement and purchase in accordance with the attached specifications. The name of this cooperating organization is the Northern Illinois Independent Purchasing Cooperative, hereinafter referred to as the NIIPC. Select Member Districts (SECTION 7) have chosen to participate in this cooperative effort to purchase Beverage Products. During rollover years, additional member districts may join this cooperative proposal.

2.2 Purpose

- a. The purpose of this proposal is to establish a contract between the NIIPC and Vendors for products used in Child Nutrition Programs.
- b. This contract will establish a maximum price that participating organizations will pay for any item covered by the contract during the term of that contract.

2.3 Timeline of RFP

March 5, 2025	RFP available for distribution.
March 19, 2025	Final date to request clarification.
March 21, 2025	Last date for addenda to be emailed.
April 9, 2025	Public Opening of Proposals at 9:30 AM Arlington Heights Administrative Offices 1200 S. Dunton Ave., Arlington Heights, IL 60005
April 17, 2025	NIIPC Board of Directors approves award recommendation.
July 1, 2025	Contract commences.

SECTION 3 - GENERAL INFORMATION

3.1 Proposal Submission

Written proposals and USB Flash Drives, sealed in an envelope clearly marked “4/9/25 NIIPC RFP Beverage Products” with the Vendor’s Name clearly printed on the outside will be received by the NIIPC until 9:30 A.M. Local Time, April 9, 2025, at the Arlington Heights School District 25 Administration Building 1200 S. Dunton Ave., Arlington Hts, IL 60005. Proposals will be opened publicly. Proposals received after 9:30 A.M. will not be accepted. The NIIPC reserves the right to reject any or all proposals and to waive informalities as it deems it to be in the best interest of the cooperative. Proposal files will be available and may be examined by Vendors following the award of the contract during normal working hours at Arlington Heights School District 25 Administration Building, but not before April 17, 2025. A minimum of seventy-two hours’ notice requesting an appointment shall be required. No files may be removed from the premises. Copies of any non-proprietary information may be obtained at the rate of \$1.00 per page.

3.2 Compliance

Failure to meet the requirements of the specifications in any area not considered an informality will cause the proposal to be non-responsive and the proposal shall be rejected.

3.3 Vendor Responsibility:

It shall be incumbent upon each Vendor to understand the provisions of this proposal document and, when necessary, obtain clarifications prior to the time and date set for submission. Failure to obtain a clarification will be no excuse or justification for non-compliance with the provisions set forth herein.

3.4 Local Conditions

Before submitting its proposal, the Vendor shall carefully examine the specifications and contract documents. Vendor shall inspect in detail the sites of the proposed work and become familiar with all local conditions affecting the contract. If Vendor’s proposal is accepted, Vendor will be responsible for all errors in their proposal resulting from their failure or neglect to comply with these

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instructions. In no case will the NIIPC be responsible for any change in anticipated profits resulting from such failure or neglect.

3.5 Clarification Requests

If a clarification is required, the request shall be made in writing to the NIIPC no later than 12pm on **March 19, 2025**. Email clarification requests should be sent to niipcinfo@gmail.com. No response will be given to telephone requests. Any non-compliant proposal offered as a result of a verbal response to a telephone request will be rejected. Any protest based on such a rejection will not be heard. The NIIPC will respond to requests by email correspondence or in the form of a written addendum if it is determined that all prospective Vendors should have benefit of the clarification. An addendum may serve to delay the submission date to a time sufficient for all Vendors to respond to the addendum. **No addenda will be issued after March 21, 2025.**

3.6 Preparation and Submission of Offer

- a. Offers must be submitted on a USB Flash Drive, along with a hard copy of the completed form as attached herein. Offers submitted via FAX machines or e-mail will not be accepted.
- b. The hard copy offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. The authorized agent of the Vendor must initial all corrections made by the Vendor in **blue ink**.
- c. A manual signature in **blue ink** of an authorized agent of the Vendor must be placed in the space provided on the Contractor's Information Sheet. **The fully completed Legal Forms of this solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the Legal Forms (Section 10), its Offer shall be deemed invalid and shall not be considered.**
- d. Vendors that qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The NIIPC reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with NIIPC terms and conditions, or if they are not in the best interests of the NIIPC.
- e. Proposals received after the time specified in the Request for Proposal will not be considered. The method of transmittal of the proposal is at Vendor's risk of untimely receipt by the lead District.
- f. Unit prices shall be quoted by the Vendor on both a USB Flash Drive and the hard copy of the RFP's Specification and Pricing Form (Section 7) **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- g. In recognition of the wide geography of the participating member districts, the award may be made on a regional basis. Vendors have the option of submitting offers on selected member districts if it is more cost-effective to service a particular region.

3.7 Withdrawal of Offers

Offers may be withdrawn prior to the time and date set for submission. Such requests must be made in writing on company letterhead.

3.8 Rejection of Offers

The NIIPC may, at its sole and absolute discretion:

- a. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors.
- b. Reject proposals based upon Vendor's non-compliance of previous RFP awards.
- c. Reject proposals that do not provide information as listed in Section 6, Checklist for Submission.
- d. Reject all proposals and advertise this solicitation again.
- e. Postpone or cancel the process.
- f. Waive any irregularities in the Offers received in conjunction with this Solicitation.

No damages shall be recoverable by any challenger as a result of these determinations or decisions by the NIIPC.

3.9 Elimination from Consideration

An Offer may not be accepted from, nor any contract be awarded to, any person or firm that has failed to faithfully perform any previous contract with the NIIPC, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

3.10 Award

Award will be made to the responsible Vendor(s) whose proposal is determined to be the most advantageous to the NIIPC.

Contracts will be established between the lowest responsible, responsive proposal and the NIIPC except as may otherwise be specified in the Request for Proposal. The NIIPC reserves the right to ascertain, subsequent to the proposal opening, whether or not a vendor meets the requirements to be considered a responsible vendor. If it is determined that the vendor is not a responsible proposer and the determination is substantiated and justified to the satisfaction and approval of the NIIPC, proposals submitted by that proposer will be rejected.

- a. Vendor must demonstrate or has demonstrated to the NIIPC the ability to deliver all the items on the proposal list promptly and efficiently to the member districts as chosen by the Vendor(s) on Section 8, District Bid Selection.
- b. Vendor(s) must demonstrate the physical as well as financial capacity to procure and safely store the merchandise covered by the contract in the volume necessary to administer the provisions of the contract efficiently.
- c. To be declared a responsible Vendor(s) must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable, thus non-responsible, if, for any reason other than reasons beyond their control, they have violated any of

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the requirements listed herein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.

- d. To be considered for the award, a Vendor(s) must clearly demonstrate its capability to provide accurate, reliable and timely invoices, statements, and credits. Further, they must demonstrate the ability and capability to provide any and all data necessary to accomplish an accurate and time-efficient audit of cost on items being purchased under this proposal. Vendor(s) must be capable of supplying periodic recaps of purchases by district to NIIPC administration on request.
- e. Vendor(s) must show evidence of ownership or the ability to lease, rent or otherwise obtain vehicular equipment necessary to affect an efficient day-to-day delivery schedule to participating entities within the region of responsibility. The NIIPC does not presume to dictate the type of trucks necessary to accomplish an efficient day-to-day delivery schedule. However, Vendor(s) should know that all delivery sites do not provide state of the art unloading and food handling facilities. Some sites, in fact, fall far short of that standard. Vendor(s) having no experience in making deliveries to the sites in the region being proposed should visit all sites and discuss the delivery requirements with food service personnel at each of these sites that may prove to be a detriment to the task of accomplishing an efficient delivery process.

The proposal will be accepted or rejected within forty-five (45) days of opening. Following the award, purchases shall be made directly through the Vendor by the member districts, each of which will be responsible for payments due to Vendor.

3.11 Proposal Clarifications

Following the public opening of the Proposals, the NIIPC may conduct discussions with responsible Vendors whose proposals are determined to be reasonably acceptable for award in order to obtain clarification to assure full understanding of, and conformance to, the solicitation requirements. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

3.12 Termination of Contract

- a. Prior to the contractual date of termination, either party may cancel the contract for cause upon issuance of a written notice forty-five (45) days in advance. Cause for the NIIPC to terminate shall include, but is not limited to-the Vendor's failure to perform in compliance with the specifications and/or contract conditions.
- b. Prior to the contractual date of termination, either party may cancel the contract for cause upon issuance of a written notice forty-five (45) days in advance. Cause for the NIIPC to terminate shall include, but is not limited to-the Vendor's failure to perform in compliance with the specifications and/or contract conditions.

3.13 Contract Conditions

- a. This contract shall be governed in all aspects as to validity, construction, capacity and performance or otherwise by the laws of the State of Illinois.
- b. Vendor(s) providing service under this Request for Proposal herewith assure the NIIPC that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- c. Vendors shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Labor regulations (41 CXFR Part 60).
- d. Purchases made under provisions of a contract established as a result of this invitation are exempt from federal, state and local taxes; Vendors shall quote prices that do not include such taxes. Exclusions include any state or federally mandated taxes. A State Sales and Use Tax Certificate of Exemption form will be issued by the NIIPC upon request. The NIIPC and its member districts shall not be responsible for payment or reimbursement of any taxes paid by the Vendor during the duration of this contract.
- e. Vendor(s) shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with Vendor’s performance of work under this contract, Vendor agrees to not discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or disability.
- f. Since the goods to be acquired under this Request for Proposal will be purchased in part or in whole with federal dollars, products shall be procured, packaged and inspected in accordance with all federal, state and local government standards and all applicable regulations such as the Pure Food, Drug, and Cosmetic Act (Title 21 CFR), Agricultural Marketing Act, Fish and Wildlife Act, Meat Inspection Act, The Tariff Act, Poultry Products Inspection Laws, The Perishable Agricultural Commodities Act, and Antitrust Laws. Certification of compliance with the following Acts is required: Energy Policy and Conservation Act (PL 94-163); Occupational Safety and Health Act and the standards and regulations issued thereunder; Fair Labor Standards Act; Department of Labor Regulations (41 CFR Part 60; Section 306 of the Clean Air Act (42 U.S.C. 1857 (h); Section 508 of the Clean Water Act (333 U.S.C. 1368); Executive Order 117389 and Environmental Protection Agency Regulations (40 CFR Part 15).
- g. By signing this document, the Vendor(s) certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The Vendor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards. If a Vendor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, the Vendor shall disclose that information in its offer. Failure to do so shall result in

rejection of its offer and shall constitute grounds for termination of the Agreement. The Vendor(s) shall have a continuing obligation to disclose to the NIIPC's lead district any proceedings commenced during the term of this Agreement which might result in debarment, suspension or disqualification from participation in public procurement activities and such proceedings shall constitute grounds for termination of this Agreement.

- h.** The Vendor(s) shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the NIIPC.

3.14 Contract Duration

- a.** The duration of this contract shall be for a period of twelve months (12) from the **effective date of July 1, 2025**. The NIIPC reserves the right to renew the contract for an additional year and continue to renew it annually up to a total of four additional years. Renewals shall occur only when mutually agreeable to the NIIPC and the contracted vendor. Should a renewal of this contract not be agreed upon, the NIIPC reserves the right to extend the terms for up to 90 days to continue a source or sources of supply until new or replacement contracts are completed.
- b.** A selected number of the member districts have chosen to participate in this cooperative effort. Throughout the duration of this contract, including rollover years, Vendor may be asked to service additional Member Districts as they agree to become part of this cooperative purchasing effort.

3.15 Volume

The quantities indicated on the proposal form are based on the previous year's purchases and are accurate to the best of our ability to gather the data. However, Vendors should understand that a quantity stated on an item does not constitute a guarantee to purchase any amount in excess of requirements.

The volume estimated by each district does not guarantee exclusivity of the district. Each districts' booster clubs, athletic and activity clubs, and concessions may or may not choose to participate.

3.16 Fixed Firm Pricing/Market Emergency

- a.** Quoted prices shall remain in effect for one (1) full year from the commencement of the contract. It is understood that, with unexpected market emergencies, pricing for a twelve-month period may not be realistic. In the event of an uncustomary increase or decrease in the market price of any item or items covered by the contract, the NIIPC will consider negotiated price adjustments (increases or decreases) when substantiated by independent third-party market commodity bulletins over a thirty (30) day period in advance of the request, and when the resulting price change would be six percent (6%) or greater. An exception to this stipulation is that bid prices are to remain firm from the initial award period of July 1st through September 30, 2020.

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Allowable third party market bulletins for market adjustments are:

- b. Urner Barry Market Reports {Price Current or National Provisioner Sheet, Urner Barry Publications Inc., PO Box 389, Toms River, New Jersey, 08754-0389} exact indicator to be agreed upon between the NIIPC and the successful Vendor at the time of the initial award.
- c. Food Institute Reports
- d. U.S. Department of Energy, Energy Information Administration (EIA) Weekly Retail On-Highway Diesel Fuel Survey.
- e. Third-Party Market Bulletins proposed by the successful Vendor, exact location and federation to be agreed upon between the NIIPC and the successful Vendor at the time of the initial award.

3.17 Default

- a. In the event of default by the successful Vendor, the NIIPC may terminate the whole or any part of its order under this contract. Reasons for default shall include, but are not limited to, failure to meet contract terms delineated herein or failure to conform to product specifications. The successful Vendor shall be liable for any difference in cost between contractual price and price paid to an alternate Vendor, including expenses incurred to make alternate purchases. Should the NIIPC bring suit against the defaulter and prevail in such action, the defaulter shall pay all reasonable attorney fees and other expenses for such litigation. In the event of default, the NIIPC shall have the option to collect: Ten percent (10%) of the contract price of the defaulted items ordered but not delivered as specified.
- b. In the event that a successful Vendor shall default, cancel or cause to have canceled the contract, that successful Vendor shall have forfeited the right to submit proposals for contracts originating from the NIIPC for twenty-four (24) months or two contract periods, whichever is the longer.
- c. Strikes, Acts of God, and similar causes not under the control of the vendor will be considered exempt from this default provision.
- d. The NIIPC reserves the right to cancel without penalty any articles or services which the successful Vendor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Vendor provided satisfactory proof is furnished to the NIIPC if requested.

SECTION 4 - STANDARD REQUIREMENTS

4.1 Product Changes

In the event the Vendor should alter or change any product covered by this contract, it shall be incumbent upon that Vendor to notify the NIIPC sixty (60) days in advance of any proposed change. The NIIPC reserves the right to remove the product from the qualified products list and to purchase the item from an alternate supplier.

4.2 Product Quality/Acceptability Problems Discovered After Contract Award

If after contract award, a Vendor's products do not perform as the Vendor stated, or if student acceptability of awarded product(s) is poor, the NIIPC will notify the

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awarded Vendor and report the quality issue in writing via email or fax in an attempt to resolve. The Vendor will have the opportunity to resolve the matter **within a maximum of 30 days** of notification.

4.4 Specifications/Pre-Approved Brands for Equality

It is the intent of the NIIPC to afford maximum competition and equal opportunity to any potential Vendor. Brand names and product numbers provided represent the products selected which have generally been tested and are acceptable to our student population. These products form the basis and standard for brand equality, quality and taste preference evaluations.

4.5 Product Specifications

- a. Vendors shall provide with the proposal a hard copy and electronic copy (USB Drive) of the variety of products available which includes the complete product ingredient and nutrition label information.
- b. All bottled products quoted should only be plastic bottles, as glass bottles are not acceptable.
- c. Products delivered should have a minimum of a six week lead time prior to product's expiration.

4.6 Inspection/Acceptance/Rejection

- a. An inspection/acceptance/rejection process may occur at the end user level either school sites or school district warehouses. Product found to be unacceptable at this level will be rejected at the dock, or upon opening the case in the event of hidden damage. The reason for the refusal will be documented and the Vendor shall be informed in order to obtain credit or replacement at no additional charge,
- b. Rejected goods shall be removed at the expense of the Vendor promptly after notification of rejection, including transportation both ways. Vendor should be prepared to replace rejected items on a timely basis so as not to disrupt program production schedules.

4.7 Warranty

The Vendor or its assigned agent shall guarantee the food products against all defects. The Vendor agrees that all items furnished under this contract shall be covered by the most favorable commercial warranties that the Vendor provides any customer for such items, and that the rights and remedies provided therein are in addition to any other provision of this contract. The Vendor shall provide copies of all warranties that shall apply to deliveries under this contract with its proposal.

4.8 Insurance General

1. Commercial General Liability Coverage

- a. \$1,000,000 Per Occurrence
- b. \$50,000 Damage to Rented Premises (Each Occurrence)
- c. \$1,000,000 Personal & Advertising Injury

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- d. \$3,000,000 General Aggregate (\$2,000,000 will suffice)
- e. \$3,000,000 Products/Completed Operations Aggregate (\$2,000,000 will suffice)
- f. District should be named as an additional insured on a primary & non-contributory basis

2. Commercial Automobile Liability Coverage (Only Needed if operations include using vehicles)

- a. \$1,000,000 Combined Single Limit
- b. District should be named as an additional insured on a primary & non-contributory basis

3. Workers Compensation Coverage (Only needed if group has employees that will be on district premises – does not include volunteers)

- a. Statutory limits
- b. Employers Liability Limits of \$500,000/\$500,000/\$500,000

4. Above coverages shall be from a company authorized to do business in Illinois and with at least an “A VII” rating from A.M. Best Company

5. If requested, organization must provide copies of applicable policy endorsements

4.9 Hold Harmless Clause

The Vendor shall hold harmless and indemnify the NIIPC, its member districts, the lead district and their respective officers and employees for every claim, demand, suit and award which may be made by reason of:

- a. Any injury or death to person or property damage or loss sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the Vendor or any person, firm or corporation, directly or indirectly employed by it upon, or in connection with its performance under the contract;
- b. Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted formula, secret process, or patented or non-patented invention in the performance of the services called for under the contract;
- c. The Vendor, at its own expense and risk, shall bear all reasonable attorneys fees, costs and expenses which may be incurred in defending against any legal proceeding that may be brought against the NIIPC, its member districts and the lead district, as well as their officers and employees, on any such demand, and satisfy any judgment that may be rendered against any of them.

4.10 Buy American Provision

The NIIPC participates in the National School Lunch Program and School Breakfast Program and are required to use the nonprofit food service funds to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

- a. The NIIPC requires that all suppliers indicate in their proposal whether a bid product is domestic or non-domestic. Vendor is required to certify that each

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food product meeting the Buy American Provision is 51% of the final processed product (by weight or volume) that consists of agricultural commodities grown in the U.S. Any vendor not providing the required and requested information will be designated as “non-responsive.”

- b. Awarded vendors must provide all requested certifications and include information in their ordering systems if any product does not meet the Buy American Provision. Vendors found to be out of compliance repetitively with adhering to the terms of the awarded contract to provide the Purchaser with foods that meet the Buy American Provision will be terminated and the award will go to the next responsible and eligible bidder.
- c. The NIIPC requires each vendor to submit documentation to include but not limited to vendor certification letters, pricing comparison for products also offered as domestic, and questions regarding country of origin or other information pertaining to justifications.
- d. Vendors are required to contact the Purchaser within 72-hours prior to delivery if a product is to be subbed with a non-compliant/non-domestic product. This allows the Purchaser to reject the product or accept it after reviewing a justification for exception.

Unprocessed foods must be 100% domestic. See [7 CFR § 210.21\(d\)](#), and USDA-FNS memo “[SP 38-2017](#),” and “[SP 23-2024](#)” regarding the Final Rule established in July 2024. The Buy American provision applies to all purchases made with School Nutrition Program (SNP) funds. Purchases made in accordance with the Buy American Provision must still follow the applicable procurement rules calling for full and open competition. USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by school food authorities. USDA also added to the first exception the option to use the [48 CFR 25.104 Nonavailable articles list](#) as a list of exempted items.

The final rule codifies the two limited exceptions as follows:

1. The product is listed on the Federal Acquisitions Regulations Non-available articles list found at [48 CFR 25.104](#) and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

4.11 Small and Minority Businesses, Women’s business enterprises, veteran owned businesses and labor surplus area firms.

Per [2 CFR 200.321](#) the NIIPC reserves the right to place preference on contracting with small and minority businesses, women's business enterprises, veteran owned businesses and labor surplus area firms.

4.12 Legal Defense:

The Vendor, at its own expense and risk, shall defend any legal proceeding that may be brought against the NIIPC, administrative district and each and every member district on claims caused in material and substantial part by the Vendor and not caused in material and substantial part by an act, neglect, default or omission of the NIIPC and shall indemnify and hold harmless all such parties

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against any judgment, cost or expense that may be rendered against risk, shall defend any legal proceeding that may be brought against the NIIPC, the or incurred by any of them in such proceedings. The laws of the State of Illinois shall govern this Agreement. Any litigation brought between the parties to this contract shall be brought and maintained only within the jurisdiction of the NIIPC Board of Directors and NIIPC Administrative District.

4.13 Modifications to Existing Contract:

Terms and conditions may be added, modified or deleted upon mutual agreement between agents of the NIIPC and the Vendor provided that such terms and conditions remain within the scope and original intent of the solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the NIIPC and the Vendor prior to the enactment of such modifications.

SECTION 5. VENDOR CONDITIONS

5.1 Computation of Pricing

The NIIPC Evaluation Team will apply the formula listed below as a means for recommending an appropriate vendor to the NIIPC Board of Directors

Section 1: Technical Score - 50 points

- a. 30 points – Variety of products requested with opportunities for additional product depth if required.
- b. 10 points – Ability to supply requested equipment
- c. 10 points – Accurate calculations and extensions of RFP prices. Pricing form with accurate calculations are provided both printed and on USB Flash Drive.

Section 2: Cost Score - 150 points

- a. Maximum possible score of 200 points
- b. Computed by dividing the Vendor's total cost of services into the lowest total cost of all bids and multiplying by the maximum score for price.

5.2 Orders/Delivery

- a. An accurately priced delivery invoice must accompany all deliveries and will include an invoice number, quantities of each item delivered, unit prices, extended prices and invoice total.
- b. Credit memos due to shortages, mis-picks, refusals, and pick-ups must be issued at time of delivery. Credit memos must include invoice number, product description and price.
- c. An authorized food service employee must sign delivery invoices and credit memos and a copy of the invoice must be left with the Food Service Department at the time of delivery.
- d. Orders will preferably be placed using an online ordering system, but orders may also be placed via phone or e-mail correspondence.

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- e. Vendors should be able to provide a minimum of weekly deliveries as needed. Deliveries should occur between 6 am to 11am, or as agreed to by the receiving site, Monday through Friday.

5.3 Equipment

- a. The Vendor will be required to furnish at no additional cost to the district(s) a designated number of vendor-owned beverage machines and coolers. Equipment will be a variety of sizes with glass doors as well as glass front vending machines. Coolers will be an appropriate size and lockable. If you are interested in reviewing the space for the requested equipment, please contact the District to schedule a visit. The district may request alternate types and sizes of machines or coolers based on the District's needs. Please see Section 7 for proposal specifications.
- b. Vending machines and coolers will be in the school and operable by August 1 2025. The installation of vending machines shall be the Vendor's responsibility. All vending machines provided shall be modern and of the latest machine technology, have bill changer capabilities, be electrically efficient, have unit sales counting capabilities and be aesthetically acceptable to the District.
- c. Vending machines shall be quiet and not disruptive to the activities occurring on District property.
- d. The installation and expense of installation of vending machines and coolers shall be the Vendor's responsibility.
- e. The District may reject machine signage or logo, if deemed objectionable or a distraction to the activities in the District facility or on District property. Signage should promote healthy choices and only display products that meet the NSLP Smart Snacks beverage guidelines.
- f. The company will supply coolers and appropriate refrigeration equipment for the food service program to be used for special events where the Company's products are sold.
- g. The District shall furnish the necessary electricity for the operation of the vending machines at no cost to the Vendor. The District shall take reasonable measures to avoid power loss and to restore power if and when a power outage occurs.
- h. The placement or availability of machines must comply with the guidelines of the United States Department of Agriculture (USDA), local fire code regulations and with Board Policy as applicable.
- i. The Vendor agrees to remove its equipment from the District's property after termination of a contract and within the timeline set by the District, but in no case prior to the earliest date set by the District. The District, at the Vendor's expense, will remove any equipment not removed by the date set by the District.
- j. The District reserves the right to place in the coolers a small amount of refrigerated products (such as yogurt, milk or juice) for display and sale.

5.4 Equipment Maintenance

- a. The Vendor shall be responsible for the preventive maintenance and repair of vending equipment and any other equipment it provides on District property.

The District will exercise prudent care in the handling and operation of any such equipment.

- b.** The District shall not be responsible for normal wear and tear or damage caused by third parties.
- c.** Mechanical and repair services must be available Monday–Friday, 7am – 3pm.
- d.** The Vendor must ensure that each vending machine is not out of service for more than 48 hours from the time of notification.
- e.** The Vendor shall replace machines that are chronically out of service or malfunctioning.

5.5 Payment

Payment will be made following approval by the Member District’s Board of Education within 60 days of invoice receipt. Payment by Member Districts’ Boards for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection reveals defects in material or workmanship or a failure to meet the specification contained herein.

SECTION 6 - CHECKLIST FOR SUBMISSIONS

Failure to provide any required item listed below shall result in proposal rejection.

- Completed Pricing Form (Section 7 - Attached)
 - USB Flash Drive of Completed Pricing Form
- Completed Reference Form (Section 8 - Attached)
- Signed Legal Documents (Section 9 - Attached)
- Buy American Provision Certification Documentation (as stated in section 4.9)
 - Buy American Exemption Form (Section 10 - if applicable)
- Contractor's Information Sheet (Section 11)
- Signature of Acknowledgment of Addenda Received (if any were sent)

SECTION 7 - PRICING FORM (Attached)

SECTION 8 - REFERENCE FORM

SECTION 9 - LEGAL DOCUMENTS (Attached)

SECTION 10 - BUY AMERICAN EXEMPTION FORM, IF APPLICABLE (Attached)

SECTION 11 - CONTRACTOR'S INFORMATION SHEET (Attached)